



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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सं. 15] नई दिल्ली, अप्रैल 9—अप्रैल 15, 2023, शनिवार/चैत्र 19,—चैत्र 25, 1945
No. 15] NEW DELHI, APRIL 9—APRIL 15, 2023, SATURDAY/CHAITRA 19,—CHAITRA 25, 1945

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)
नई दिल्ली, 17 फरवरी, 2023

का. आ. 360.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की अनुशंसा पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खंड (i) के उपबंध इण्डियन ओवरसीज बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध इण्डियन ओवरसीज बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, श्री अजय कुमार श्रीवास्तव को इण्डियन ओवरसीज बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी पद पर बने रहने तक की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनिवर्सल सोम्पो जनरल इंश्योरेंस कंपनी लिमिटेड के बोर्ड में नामिती निदेशक के पद पर नामित करने से है।

[ईफा. सं. 13/15/2017-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)
 New Delhi, the 17th February, 2023

S.O. 360.—In exercise of the powers conferred by Section 53(1) of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-clauses (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Indian Overseas Bank in so far as it relates to the nomination of Shri Ajay Kumar Srivastava, Managing Director and Chief Executive Officer, Indian Overseas Bank to the Board of Universal Sampo General Insurance Company Limited as a nominee Director, for a period up to the date of his holding the position of Managing Director and Chief Executive Officer, Indian Overseas Bank, or until further orders, whichever is earlier.

[eF. No. 13/15/2017-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 361.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की अनुशंसा पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खंड (i) के उपबंध केनरा बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध केनरा बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, श्री के. सत्यनारायण राजु को केनरा बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी पद पर बने रहने तक की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, मैसर्स केन फिन होम्स लिमिटेड के बोर्ड में निदेशक नामित करने से है।

[ईफा. सं. 13/7/2021-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 361.—In exercise of the powers conferred by Section 53(1) of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-clauses (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Canara Bank in so far as it relates to the nomination of Shri K. Satyanarayana Raju, Managing Director and Chief Executive Officer, Canara Bank to the Board of M/s Can Fin Homes Limited as a Director, for a period up to the date of his holding the position of Managing Director and Chief Executive Officer, Canara Bank, or until further orders, whichever is earlier.

[eF. No. 13/7/2021-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 362.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (2) के साथ पठित धारा 6 की उप-धारा (1) के खंड (कक) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के मुख्य महाप्रबंधक (सीजीएम) श्री तरुण शर्मा (जन्मतिथि: 16.3.1974) को पद का कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, एक्जिम बैंक में उप-प्रबंध निदेशक (डीएमडी) के पद पर नियुक्त करती है।

[फा. सं. 9/4/2021-आईएफ-1]

कार्तिकेय मिश्रा, निदेशक

New Delhi, the 11th April, 2023

S.O. 362.—In exercise of the powers conferred by clause (aa) of sub-section (1) of section 6 read with sub-section (2) of section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby appoints Shri Tarun Sharma (D.O.B: 16.3.1974), Chief General Manager (CGM), Export-Import Bank of India (Exim Bank) as Deputy Managing Director (DMD), Exim Bank for a period of three years from the date of his taking over charge of the post or until further orders, whichever is earlier.

[F. No. 9/4/2021-IF-I]

KARTIKEYA MISRA, Director

विदेश मन्त्रालय**(सी.पी.वी. प्रभाग)**

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 363.— राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, ब्रातिस्लावा में श्री रोशन कुमार मीणा, सहायक अनुभाग अधिकारी को दिनांक अप्रैल 05, 2023 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2023(12)]

एस. आर. एच. फहमी, निदेशक (सीपीवी-1)

MINISTRY OF EXTERNAL AFFAIRS**(CPV DIVISION)**

New Delhi, the 5th April, 2023

S.O. 363.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Roshan Kumar Meena, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Bratislava to perform the Consular services with effect from April 05, 2023.

[F. No. T. 4330/01/2023(12)]

S. R. H FAHMI, Director (CPV-I)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 364.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रम का निम्नलिखित कार्यालय, जिसके 80 या अधिक प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करता है:-

एलपीजी संयंत्र एवं प्रादेशिक कार्यालय

राष्ट्रीय राजमार्ग- 6, पोस्ट ऑफिस बिरशिबपुर, उलुबेड़िया

हावड़ा, पश्चिम बंगाल - 711316

[फा. सं. 11012/3/2021-रा.भा.]

शोभना श्रीवास्तव, उप निदेशक (राजभाषा)

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 5th April, 2023

S.O. 364.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976, the central Government hereby notifies the following office of the Public Sector undertaking under the administrative control of the Ministry of Petroleum & Natural Gas, in which 80 or more percent of the staff have acquired working Knowledge of Hindi:-

[F. No. 11012/3/2021-OL]

SHOBHANA SRIVASTAVA, Dy. Director (OL)

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 365.—केंद्र सरकार तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री निरंजन कुमार सिंह, आईएफओएस (गुजरात: 87) के स्थान पर सुश्री वर्षा सिन्हा, सीएसएस (संयुक्त सचिव स्तर) को पे मैट्रिक लेवल 14 (रुपए 1,44,200 – 2,18,200/-) में दिनांक 01.12.2022 से 30.11.2027 तक पांच वर्ष के संयुक्त कार्यकाल अथवा अगला आदेश होने तक, इनमें से जो भी पहले हो, को पेट्रोलियम और प्राकृतिक गैस मंत्रालय के अंतर्गत तेल उद्योग विकास बोर्ड (ओआईडीबी) में सचिव के पद पर नियुक्त करती है।

[फा. सं. जी. 38011/21/2017-वित्त-I/ओएनजी-I]

आर. के. कुरील, निदेशक

New Delhi, the 12th April, 2023

S.O. 365.—In exercise of the Powers conferred by Sub-Section (1) of Section 5 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints Ms Varsha Sinha, CSS as Secretary (JS Level), Oil Industry Development Board (OIDB) under the Ministry of Petroleum and Natural Gas with pay at Level 14 (Rs 1,44,200- 2,18,200/-) of pay matrix, for a combined tenure of five years w.e.f 01.12.2022 to 30.11.2027 or until further orders, whichever is earlier, vice Shri Niranjana Kumar Singh, IFoS (GJ:87).

[F. No. G-38011/21/2017-Fin.I/ONG-I]

R. K. KUREEL, Director

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 24 मार्च, 2023

का. आ. 366.— रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में निम्नलिखित कार्यालयों जहां 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है:-

1. इरकॉन, पी.बी. टोलवे लिमिटेड, बीकानेर फलौदी हाईवे परियोजना.

2. रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, जयपुर टेरिटरी.
3. रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, लखनऊ टेरिटरी.
4. क्षेत्रीय कार्यालय, इंडियन रेलवे कैटरिंग एंड टूरिज्म कॉर्पोरेशन लिमिटेड लखनऊ.
5. मुख्य परियोजना निदेशक कार्यालय, केन्द्रीय रेल विद्युतीकरण संगठन, लखनऊ.
6. भारतीय रेल परिवहन प्रबंधन संस्थान, मानक नगर, लखनऊ.

[फा. सं. हिंदी-2018/रा.भा.-1/12/1/(1412339)]

डॉ. बरुण कुमार, निदेशक, राजभाषा

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 24th March, 2023

S.O. 366.—Ministry of Railways (Railway Board) in pursuance of Sub Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the Official purposes of the Union) hereby, notify the following offices where 80% or more Officers/ Employees have acquired the working knowledge of Hindi:-

1. IRCON, P.B. Tollway Ltd, Bikaner Falodi Highway Project.
2. Rail Tel Corporation of India Ltd., Jaipur Territory.
3. Rail Tel Corporation of India Ltd., Lucknow Territory.
4. Regional Office, Indian Railway Catering & Tourism Corporation Ltd., Lucknow.
5. Chief Project Director's Office, Central Organisation for Railway Electrification, Lucknow.
6. Indian Railway Institute of Transport Management, Manak Nagar, Lucknow.

[F. No. Hindi-2018/O.L-1/12/1/(1412339)]

Dr. BARUN KUMAR, Director (O.L.)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एवीएम ऑइल फील्ड सर्विस, मेरठ; मेसर्स गेल गैस लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री सतीश सिंह, मेरठ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली, के पंचाट (संदर्भ न.-26/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-30012/15/2018- आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 5th April, 2023

S.O. 367.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 26/2019) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s AVM Oil Field Service, Meerut; M/s GAIL Gas Ltd. and Shri Satish Singh, Meerut which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-30012/15/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT DELHI -1****Present :** Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding officer CGIT, Delhi-1**ID No. 26/2019**

Shri Satish Singh S/o Sh.Naresh Singh,
H.No.578, Sector-1, Shivshakti Nagar,
Near Madhav Puram, District-Meerut,
Uttar Pradesh – 250001.

....Claimant

Versus

1. The Project Manager,
M/s. AVM Oil Field Service, Regional Office,
C-315, 2nd Floor, Defence Enclave,
Kanker Khara, Meerut (Uttar Pradesh)

2. The COO
M/s GAIL Gas Ltd.
13-14 Floor, GAIL Jubilee Tower,
B-35 & 36, Sector-1,
Noida, U.P.

3. The Chief Manager,
M/s GAIL Gas Ltd., 183/1,
1st Floor, Park Plaza,
Mangal Pandey Nagar,
University Road, Meerut, U.P.

...Management

None for the claimant

Shri Anish Chawla, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-30012/15/2018-IR(M) dated 11.12.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the management of M/s AVM Oil Field Services, Meerut (Contractor of M/s GAIL Gas Ltd.), in terminating the services of Shri Satish Singh, S/o Shri Naresh Singh, DSM (Dispenser Salesman) w.e.f. 08.03.2017 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

JUSTICE VIKAS KUNVAR SRIVASTAVA (RETD.), Presiding Officer

Date: 07.02.2023

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल इन्सुरेंस कंपनी लिमिटेड, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री अनिल कुमार, झज्जर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली, के पंचाट (संदर्भ न.-53/2020) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-17012/02/2020-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 368.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 53/2020) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Oriental Insurance Company Ltd., New Delhi and Shri Anil Kumar, Jhajjar which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-17012/02/2020-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT DELHI – 1
ROOM NO. 207 ROUSE AVENUE COURT COMPLEX, NEW DELHI.

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding officer
 CGIT, Delhi-1

ID No. 53/2020

Shri Anil Kumar S/o Late Shri Rajbir Singh,
 H.No.463, Ward No.7, N.N. Road,
 Gali No.01, Bahadurgarh,
 District-Jhajjar-124507

...Claimant

Versus

M/s Oriental Insurance Company Ltd.,
 Head Office, Oriental House Post Box No.7037,
 A-25/27, Asaf Ali Road, New Delhi-110002.

...Management

None for the claimant
 None for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-17012/02/2020-IR(M) dated 10.07.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether Shri Anil Kumar S/o Late Sh. Rajbir Singh is entitled to employment on compassionate ground and rejections of his claim by the management was illegal and/or unjustified and if yes to what relief is the claimant/applicant entitled and what direction are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 09.02.2023

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एवीएम ऑइल फील्ड सर्विस, मेरठ; मेसर्स गेल गैस लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री महेंद्र कुमार, मेरठ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली, पंचाट के (संदर्भ न.-25/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-30012/14/2018-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 369.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 25/2019) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s AVM Oil Field Service, Meerut; M/s GAIL Gas Ltd. and Shri Mahendra Kumar, Meerut which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-30012/14/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT DELHI – 1

ROOM NO. 207 ROUSE AVENUE COURT COMPLEX, NEW DELHI.

Present : Justice Vikas Kunvar Srivastava (Retd.), (Presiding officer) CGIT, Delhi-1

ID No. 25/2019

Shri Mahendra Kumar S/o Sh. Roshan Lal,

H.No.940, Village & Post-Rithani,
Delhi Road, Meerut,
Uttar Pradesh-250103.

....Claimant

Versus

1. The Project Manager,
M/s. AVM Oil Field Service, Regional Office,
C-315, 2nd Floor, Defence Enclave,
Kanker Khara, Meerut (Uttar Pradesh)

2. The COO
M/s GAIL Gas Ltd.
13-14 Floor, GAIL Jubilee Tower,
B-35 & 36, Sector-1,
Noida, U.P.

3. The Chief Manager,
M/s GAIL Gas Ltd., 183/1,
1st Floor, Park Plaza,
Mangal Pandey Nagar,
University Road, Meerut, U.P.

.....Management

None for the claimant

Shri Anish Chawla, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No .L-30012/14/2018-IR(M) dated 11.12.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the management of M/s AVM Oil Field Services, Meerut (Contractor of M/s GAIL Gas Ltd.), in terminating the services of Shri Mahendra Kumar, S/o Shri Roshan Lal, DSM (Dispenser Salesman) w.e.f. 01.03.2017 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 07.02.2023

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेरो स्क्रैप निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री गौतम कुमार मोंडल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ न. -01/2015) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-26011/3/2015-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 370.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 01/2015) of the Central Government Industrial Tribunal cum Labour Court, Asansol as shown in the Annexure, in the Industrial dispute between the employers in relation to Ferro Scrap Nigam Limited and Shri Goutam Kumar Mondal which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-26011/3/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 01 OF 2015

PARTIES: Goutam Kumar Mondal.

Vs.

Management of Ferro Scrap Nigam Limited.

REPRESENTATIVES:

For the Union/Workman: Mr. Sayantan Mukherjee, learned advocate.

For the Management: Mr. Nirmalendu Ganguly, learned advocate.

INDUSTRY: Iron and Steel.

STATE: West Bengal.

Dated: 07.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-26011/3/2015-IR(M) dated 01.06.2015 has been pleased to refer the following dispute between the employer, that is the Management of Ferro Scrap Nigam Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Ferro Scrap Nigam Ltd. in transferring Sr. Foreman/ Sr. Time Keeper-II from its Burnpur Unit, W.B. to Rourkela Unit, Orissa vide order dt. 03.09.2014 is just and legal? If not, to what relief the workman is entitled to?”

1. On receiving Order No. L-26011/3/2015-IR(M) dated 01.06.2015 from the Govt. of India, Ministry of

Labour, New Delhi for adjudication of the dispute, a **Reference case No. 01 of 2015** was registered on 24.06.2015 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. Sayantan Mukherjee, learned advocate for the workman and Mr. N. Ganguly, learned advocate for Ferro Scrap Nigam Limited are present. The case was fixed on 23.01.2023 for cross-examination of workman witness by the Management. Concerned workman, Goutam Kumar Mondal who was partly cross-examined has not appeared. Mr. S. Mukherjee, learned advocate submits that dispute involved in this case has been resolved and the workman does not want to proceed further as he has already been promoted. Mr. Ganguly admits the same.

3. Since the workman does not want to proceed further, the industrial dispute in this Reference case is disposed of in the form of **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेल-आई.एस.पी., बर्नपुर के प्रबंधन के संबद्ध नियोजकों और आसनसोल आयरन एंड स्टील वर्कर्स' यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ न. -42/2018) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-26011/32/2017-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 371.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 42/2018) of the Central Government Industrial Tribunal cum Labour Court, Asansol as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s S.A.I.L.-I.S.P., Burnpur and Asansol Iron and Steel Workers' Union which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-26011/32/2017-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 42 OF 2018

PARTIES: General Secretary, Asansol Iron and Steel Workers' Union.

Vs.

Management of M/s. S.A.I.L. - I.S.P., Burnpur.

REPRESENTATIVES:

For the Union/Workman: None.

For the Management: Mr. Nirmalendu Ganguly, learned advocate.

INDUSTRY: Iron and Steel.

STATE: West Bengal.

Dated: 08.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-26011/32/2017-IR(M)** dated 26.11.2018 has been pleased to refer the following dispute between the employer, that is the Management of Management of M/s. S.A.I.L. - I.S.P., Burnpur and their workmen for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of M/s. SAIL-ISP, Burnpur in discontinuing the Restricted Holidays facility in respect of Industrial Workers of ISP-Burnpur from the year 2008 in contravention of the bi-partite agreement dated 24.04.2006 is fair, just and legal? If not, to what reliefs the workmen are entitled to?”

1. On receiving Order **No. L-26011/32/2017-IR(M)** dated 26.11.2018 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 42 of 2018** was registered on 17.12.2018 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate on earlier occasions appeared on behalf of the workers' union and had filed his Vokatnama. However, on call today Mr. P. K. Das submitted that he has no instruction from the workers' union for proceeding with this matter.

3. Mr. Nirmalendu Ganguly, learned advocate had appeared on behalf of Mr. K. V. Rama Raju, General Manager (P&A), SAIL-ISP, Burnpur but he is absent without taking any step. Perused the record the industrial dispute was referred to this Tribunal for adjudicating the issue as to whether the action of the Management of M/s. SAIL-ISP, Burnpur in discontinuing the Restricted Holidays facility in respect of Industrial Workers of ISP-Burnpur from the year 2008 in contravention of the Bipartite agreement dated 24.04.2006 is fair, just and legal? If not, to what reliefs the workmen are entitled to?

4. Notice under registered post were sent to the parties for adjudicating the dispute. It appears that parties are well aware about pendency of the case. However, they have not taken steps on consecutive dates. No Bipartite agreement has been filed by the union. Under such circumstances it is presumed that there is no dispute between the parties to proceed with the case any further. The Reference case is accordingly disposed of in the form of No Dispute Award.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया, पुणे के प्रबंधन के संबद्ध नियोजकों और श्री शशिकांत सुदाम काले, पुणे के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, पुणे के पंचाट (संदर्भ न.-22/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-17012/11/2019- आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 372.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 22/2019) of the Industrial Tribunal cum Labour Court, Pune as shown in the Annexure, in the Industrial dispute between the employers in relation to Life Insurance Corporation of India, Pune and Shri Shashikant Sudam Kale, Pune which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-17012/11/2019-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE COURT OF PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PUNE.

Presided Over by Shri. S. G. Dabadgaonkar

Reference IT/22/2019

DISPUTE BETWEEN :-

The Sr. Divisional Manager,
Life Insurance Corporation of India
688 A B2, Mahavir Park Bldg.,
4th floor, Pune Satara Road,
Opp. Walvekar Lawn, Pune MS 411 037

....First Party

AND :-

Shri Shashikant Sudam Kale
C/o Post Nimone, Tal Shirur,
Dist Pune MS 412 210

.... Second Party

ORDER BELOW EXH. O-1

(Date -09-12-2022)

1. This is a reference forwarded by the Ministry of Labour & Employment of the Central Government of India under the signature of the Under Secretary to the Government of India and is in respect of termination of Second Party worker Shri. Shashikant Sudam Kale. The present reference is forwarded by letter dated 06-03-2019 and its file number is shown as 'F' No. L-17012/11/2019-IR(M).

2. The first party, by its pursis Exh. C-4, informed to this Court that as per order of the Central Government dated 22-10-2019, the present dispute stands referred to the National Tribunal, Kolkata.

3. The second party worker has filed application (Exh. U-4) contending in it that the present dispute is referred for adjudication to the National Tribunal at Kolkata and is pending for adjudication there. He has filed order of the reference given under the signature of the Under Secretary to the Ministry of Labour and Employment of the Government of India, dated 22-10-2019.

4. From documents filed on record and contention of both parties, it becomes clear that the present dispute, which was earlier referred for adjudication to this Tribunal, is now referred to the National Tribunal, Kolkata for adjudication along with other disputes. It further reveals that the appropriate Government had received several other disputes on similar issue and therefore, the Government has decided to refer all these disputes including the present dispute for adjudication to the said Tribunal. There is Annexure-AA with the reference order dated 22-10-2019. Name of the present second party is shown at Sr.No. 2 with specific mention of File No. L-17012/11/2019-IR(M).

5. In aforesaid circumstances, it would not be desirable to keep the present dispute pending, if parties have already appeared before the National Tribunal Kolkata. Hence, it would be appropriate to dispose of the present reference in view of reference order dated 22-10-2019 in F L-17011/07/2016-IR(M) of the Ministry of Labour & Employment of the Central Government of India. Therefore, the following order :-

ORDER

- 1) The reference is disposed of in view of subsequent reference pending before the National Tribunal, Kolkata on the basis of reference order No. F L-17011/07/2016-IR(M) of the Ministry of Labour & Employment of the Central Government of India.
- 2) Inform to the appropriate Government accordingly.

Date : 09-12-2022

Shri. S. G. DABADGAONKAR, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इम्पीरियल ग्रेनाइट्स प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री एस. विवेकर, वारंगल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, के पंचाट (संदर्भ न.- एल.सी. 8/2016) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023- आईआर (एम) -21]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 373.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. L.C. No. 8/2016) of the Central Government Industrial Tribunal cum Labour Court, Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to Imperial Granites Pvt. Ltd., and Shri S. Vivekar, Warangal which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. Z-16025/04/2023-IR(M)-21]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM -LABOUR COURT AT HYDERABAD****Present:** Sri IRFAN QAMAR, Presiding OfficerDated the 31st day of January, 2023**INDUSTRIAL DISPUTE L.C. No. 8/2016****BETWEEN:**

Sri S. Vivekar,
S/o Venkateshwarlu,
R/o H.No.25-11-172,
Bapujinagar, Kazipet.
Warangal.

.... Petitioner

AND

1. The Manager,
Imperial Granites Pvt. Ltd.,
H.No.1-1-902,
Sidharthanagar, Kazipet.
Warangal.
2. The Managing Director,
Imperial Granites Pvt. Ltd.,
76, Cathedral Road,
Chennai – 600086.

.... Respondents

Appearances:

For the Petitioner : Sri Y. Krishna, Advocate
 For the Respondent: Sri M. Ajay Kumar, Advocate

AWARD

Sri S. Vivekar who worked as Compressor Operator (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Imperial Granites Pvt., Ltd., seeking for reinstatement into service as Supervisor duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deem fit.

2. During the pendency of the proceeding, parties to the dispute have arrived at a settlement. Joint memo has been filed by Petitioner and Respondents with the averment that the present case has been filed by the Petitioner against the Respondent under I.D. Act, 1947 for compensation. Respondents have agreed to pay the compensation amount of Rs. 2,00,000/- (Rupees two lakhs) to the Petitioner, towards the full and final settlement and the Petitioner has agreed to withdraw the case. As such in terms of compromise petition is not pressed. Proof of payment through account payee cheque has been filed and Petitioner has filed memo that he has received from the Respondent cheque No.132227 dated 30.1.2023, drawn on State Bank of India.

3. In view of the above, I dispose of the dispute in terms of the prayer as made in the joint memo filed by the parties dated 31.1.2023. Hence, the case is disposed of accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 31st day of January, 2023.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सीसीआई लिमिटेड; सीसीआई पैकिंग प्लांट कांटेक्टर, तंदूर के प्रबंधन के संबद्ध नियोजकों और श्री एस. मल्लयाह, तंदूर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, के पंचाट (संदर्भ न. -51/2012) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-29012/20/2012-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 374.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 51/2012) of the Central Government Industrial Tribunal cum Labour Court, Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s CCI Ltd.; CCI Packing Plant Contractor, Tandur and Shri S. Mallaiah, Tandur which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-29012/20/2012-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT AT HYDERABAD

Present: Sri IRFAN QAMAR, Presiding Officer

Dated the 7th day of February, 2023
INDUSTRIAL DISPUTE No. 51/2012

BETWEEN:

Sri S. Mallaiah,
Helper, CCI Packing Plant,
CCI, Tandur, R.R. Dist.

.....Petitioner

AND

1. The General Manager,
M/s. CCI Ltd.,
Tandur (P.O), RR Dist.-501158
2. Sri M. Kishan Rao,
CCI Packing Plant Contractor,
C/o CCI Ltd., Tandur, R.R. Dist.

.... Respondents

Appearances:

For the Petitioner : Sri Ch. Syamsunder Rao, Advocate
For the Respondent: Sri N. Venkateswara Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L- 29012/ 20/ 2012-IR(M) dated 23.7.2012 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management M/s. Cement Corporation of India and their workman. The reference is,

SCHEDULE

“Whether the action of the management of M/s. Cement Corporation of India, Tandur and it’s packing plant contractor Shri M. Kishan Rao in changing the date of birth from 10.2.1962 to 2.2.1953 in respect of the workman Shri Sandela Mallaiah and superannuating him forcibly is legal and justified? What relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 51/2012 and notices were issued to the parties concerned.

2. The averments made in the claim statement are as follows:

The Petitioner joined the Respondent organization at Tandur as contract labour of packing plant in the year 1987 and his date of birth is 12.4.1963 as per the declaration of the Petitioner filed under Provident Fund Act in the Respondent company and Provident Fund amount payable of the Petitioner was deducted and credited to the Provident Fund account from the wages/salary of the Petitioner every month. The Respondent tampered the date of birth of the Petitioner from 12.4.1963 to 12.12.1953 unilaterally and without any documentary record to that effect. It is submitted that the Respondent No. 1 and No.2, stopped the Petitioner

form doing duty from 11.2.2011 without any valid reasons and without any notice. In spite of filing of birth certificate issued by the gram Panchayat Secretary, Yellaram Gram Panchayat, Luxettipet Mandal, Adilabad District recording the date of birth as 12.4.1963 and counter signed by the concerned Tahasildar, which was issued as per the birth and death Rules Registration Rules, 1969 and as per the G.O.Ms. No.276 dated 18.7.2022. The Petitioner approached for conciliation, which ended in failure, hence this industrial dispute. It is submitted that the Petitioner is unemployed from 11.2.2011, hence, is entitled to wages and salary including all other consequential benefits from 11.2.2011. The Respondent No.1 adopted unfair labour practice and stopped the Petitioner from work, without giving any notice and opportunity thereby. It is therefore, prayed that the Respondent may be directed to allow the Petitioner to duty as package helper by reinstating him to work all back wages and consequential benefits and regularization. It is also submitted that the Petitioner has submitted a nomination and declaration form, the Form No.2(Revised) on 6.7.2004, which shows the date of birth of Petitioner as 12.4.1963 and his wife date of birth is 20.8.1968. Therefore, the orders passed by the Dy. General Manager (P & A) of C.C.I. Ltd., in case No.45/65/2011-E.3 dated 25.5.2011 is illegal, and passed without verifying the proper documents pertaining to the Petitioner. It is further submitted that Respondent No.1 has passed orders regularizing the services of Juniors of the Petitioner namely, S/Sri Kaleem, Basavaraj, B.J. Pal, Oudesh, which is discriminatory. It is prayed to direct the Respondents to allow the Petitioner to assume duty as Packer Helper till he attains superannuation i.e., upto 12.4.2023 with all consequential benefits.

3. **Respondent filed counter denying the averments of the Petitioner as under:**

It is submitted that as per Form-F gratuity Nomination under Provisions of the payment of gratuity act, submitted by the Petitioner through his employer on 29.12.2008, that the Petitioner was working as contract labour under one of the contractor of the company by name Shri M. Kishan Rao in the Packing plant since 1.2.1987 with date of birth 12.2.1953 and as per Form -2 declaration under Provident Fund Act also his date of birth is 12.2.1953. As per the representation of the Petitioner dated 20.11.2010, he admitted that he had been informed about his retirement on February, 2011. The Respondent company is a sick company and its superannuation age was 58 years at that time. As per rule the Petitioner was retired from his duty on the closing of working hour dated 28.2.2011 by his employer, not in the mid of the month and retirement benefits were entrusted to him. It is further submitted that as per his representation dated 20.11.2010, he had requested for correction of his date of birth with the supporting birth certificate issued on 26.12.2008 by the Gram Panchayath Yellaram with the date of birth 12.4.1963 (After lapse of 45 years from the date of birth), which is not permissible or in the jurisdiction of registration by Panchayath as per the Act/Rule and not under the provisions of Sec.5,6,9 & 11 of the A.P Registration of Birth and Death Act and rules 1999 as amended from time to time. The concerned Tahsildar only attested the copies of those certificates. The Petitioner was working under the second Respondent, there is no direct employer-employee relationship with the first Respondent company to the Petitioner. As such there is no question of adapted unfair labour practice by the first Respondent. It is submitted that those juniors who were regularized were rendering their services to the first Respondent under their employer till attaining the age of superannuation and first Respondent never passed any order for regularizing the services of the juniors to the Petitioner. It is further submitted that though the date of birth is appearing the CPF annual statement being received every year by the Petitioner, he did not make any grievance for correction of the same. The Petitioner has approached the Hon'ble Civil Court at Tandur and he had got the case dismissed on withdrawal at its final stage. In view of the above, this Tribunal may dismiss the dispute.

4. Petitioner has filed chief examination affidavit reiterating the facts averred in the claim statement. He has marked photocopies of four documents in support of his claim, which were marked as Ex.W1 to Ex.W4. He replied to the Respondent's counsel during cross examination that he had consulted the elder person of his village who were aware of his birth. The office of MRO after consulting the elder persons of his village issued the birth certificate. The representation alleged to have been filed dated 20.11.2010 was confronted to the Petitioner during cross examination but he stated that he has only signed in this document at the instance of the officials of the company as he does not know English. That he do not know the contents of the document where he put his signature. He admitted that he has received the amount given to him under cheque. It is not correct to say that in nomination form and Form No.2 he has supplied all the details and it has been filled up at his instance.

5. The Respondent examined Sri Rajesh Kumar Gupta, Senior Manager (P&A) as MW1. He has filed chief examination affidavit reiterating the averments of counter statement and marked photostat copies of documents as Ex.M1 to Ex.M7. During cross examination, he admitted that no written intimation was sent to the workman on his representation, but it is verbally informed, that his representation was not admissible. He further stated in his cross examination that it is not correct to suggest that Respondent No.1 and 2 are one and the same and are jointly liable for illegal superannuation of the workman from service.

6. Heard arguments of Learned Counsels for both the parties as well as perused written arguments.

7. **On the basis of pleadings of both the parties, following issues are to be determined:-**

1. Whether the correct date of birth of Petitioner workman Sri S. Mallaiah is 12.4.1963 as he claimed in his petition and same has been tampered with by Respondent? If so, what is its effect?
2. Whether the Petitioner eligible to continue in the employment of Respondent company till his superannuation dated 12.4.1963 as he alleged in claim statement?
3. To what relief the Petitioner is entitled?

8. **Point No.I:** The Petitioner alleged that he joined the Cement Corporation of India Ltd., Tandur, R.R. District as contract labour of Packing Plant in the year 1987 and his date of birth is 12.4.1963. As per the declaration of the Petitioner filed under Provident Fund Act in the Respondent company and Provident Fund amount payable by the Petitioner was deducted and credited to the P.F. Account from the wages and salary of the Petitioner every month. Further, Petitioner alleged that the Management of first Respondent tampered the date of birth of the Petitioner from 12.4.1963 to 12.12.1953 unilaterally and without any documentary record to that effect and the Respondent company and second Respondent Mr. M. Kishan Rao, the contractor stopped the Petitioner from doing duty from 11.2.2011 without any valid reason and without any notice. It is further alleged that inspite of filing of the birth certificate issued by the Gram Panchayat Secretary, Yellaram Gram Panchayat, Luxettipet Mandal, Adilabad District recording the date of birth as 12.4.1963 and counter signed by the concerned Tahsildar and the said birth certificate has been issued as per the birth and death Rules Registration Rules 1969. The copy of the birth certificate is filed as Ex.W1.

9. Respondent has filed counter and refuted the allegations of the Petitioner. Respondent submitted that as per Form-F Gratuity Nomination under provisions of Payment of Gratuity Act submitted by the Petitioner through his employer on 29.12.2008 that the Petitioner was working as contract labour under one of the contractor of the company by name Mr. M. Kishan Rao in the Packing Plant since 1.2.1989 with date of birth 12.2.1953 and as per Form-2(revised) Nomination and Declaration form under the Employees Provident Fund & Employees' Pension Scheme submitted by the Petitioner through his employer on 6.7.2004 that the date of birth of the Petitioner is 12.2.1953. It is further submitted that it is false and denied that the Respondent company tampered the date of birth of the Petitioner. It can be seen/proved from the documents submitted by him on 6.7.2004 through his employer. It is also refuted that Respondent company stopped the Petitioner from doing duty from 11.2.2011 without nay notice or reason. But as per the representation of the Petitioner dated 20.11.2010 it is admitted by him that he had been informed about his retirement date as 28.2.2011. It is further submitted that Respondent company is a sick company and age of superannuation was 58 years at that time. As per rule the Petitioner was retired from his duty on the closing of working hours on 28.2.2011 and not on 11.2.2011. Accordingly benefits entrusted to him as per rules. It is further submitted that as per his representation dated 20.11.2010, he had requested for correction of date of birth without supporting birth certificate issued on 26.12.2008 by Gram Panchayath, Yellaram, that the date of birth is 12.4.1963. That representation was submitted after the lapse of 45 years from the date of birth, which is not permissible or in the jurisdiction of registration by Panchayath as per Act/rule and not under the provisions of Sec.5,6,9 & 11 of the A.P. Registration of Birth and Death Act and Rules 1999 as amended from time to time. It is submitted that the said birth certificate filed by the Petitioner is not counter signed by the Tahasildar but he has only attested the copies of the alleged birth certificate. It is further submitted that Petitioner was relieved from services on superannuation of age from 28.2.2011.

10. In support of the allegation made in the Petition, Petitioner has examined himself has WW1. He has submitted documents Ex.W1 to W4. Ex.W1 is a birth certificate alleged to be issued by the office of Gram Panchayat, Yellaram dated 26.2.2008 wherein the date of birth of Petitioner Sri S. Mallaiah is appears to be written as 12.4.1963, Ex.W2 is a proceeding document dated 23.7.2012 before ALC(C) wherein applicant was advised to submit court order issued by Local Court, Tandur regarding his date of birth declaration. It is admitted fact that Petitioner joined the service of the Respondent No.2 as a contract labour in the year 1987 and he has filled his details in the form of Provident Fund, gratuity, along with date of birth. But he disputed about his date of birth only on 20.11.2010 by moving representation after a long gap of about 24 years, at the fag end of his employment. It is not disputed that superannuation age in the Respondent company is at the age of 58 years. Hence, as per date of birth of the Petitioner recorded in the Form-F nomination is 12.2.1953 and he got retirement on 28.2.2011 after reaching superannuation. He disputed his date of birth at the fag end of the retirement.

11. Whether any employee can be permitted to apply for correction of his date of birth at the fag end of his employment which has been recorded at the time of his joining the employment. In **M/s. Bharat Coking**

Coal Ltd., Vs. Shyam Kishor Singh in Civil Appeal No.1009/2020, the Hon'ble Apex Court have held:-

“10. The learned Additional Solicitor General has also relied upon the decision of this Court in the case of *Factory Manager Kirloskar Brothers Ltd. vs. Laxman* in SLP (C) Nos.25922593/2018 dated 25.04.2019 wherein the belated claim was not entertained. Further reliance is also placed on the decision of this Court in the case of *M/s Eastern Coalfields Ltd. & Ors. vs. Ram Samugh Yadav & Ors.* in C.A.No.7724 of 2011 dated 27.05.2019 wherein this Court has held as hereunder: “Nothing is on record that in the year 1987 when the opportunity was given to Respondent No.1, to raise any issue/dispute regarding the service record more particularly his date of birth in the service record, no such issue/dispute was raised. Only one year prior to his superannuation, Respondent No.1 raised the dispute which can be said to be belated dispute and therefore, the learned Single Judge as well as the employer was justified in refusing to accept such an issue.

The Division Bench of the High Court has, therefore, committed a grave error in directing the appellant to correct the date of birth of Respondent No.1 in the service record after number of years and that too when the issue was raised only one year prior to his superannuation and as observed hereinabove no dispute was raised earlier.”

12. On the other hand, in the instant case, as on the date of joining and as also in the year 1987 when the respondent had an opportunity to fill up the Nomination Form and rectify the defect if any, he had indicated the date of birth as 04.03.1950 and had further reiterated the same when Provident Fund Nomination Form was filled in 1998. It is only after more than 30 years from the date of his joining service, for the first time in the year 2009 he had made the representation. Further the respondent did not avail the judicial remedy immediately thereafter, before retirement. Instead, the respondent retired from service on 31.03.2010 and even thereafter the writ petition was filed only in the year 2014, after four years from the date of his retirement. In that circumstance, the indulgence shown to the respondent by the High Court was not justified.

In Union of India Vs. Harnam Singh, 1993 AIR SC page 1367, Hon'ble apex Court have held:-

“The fact that the date of birth was recorded on the first sheet of the service book when the Respondent joined as a peon as well as in various seniority lists of UDC and LDC issued from time to time as 20.5.1934 is not in dispute. It also is not dispute that the date of birth of the Respondent in the matriculation certificate issued by the Punjab University is 7.4.1938. The fact that the matriculation certificate had been produced before the Department by the Respondent after he had passed the matriculation examination and an alteration of his educational qualification was made in the service book is also beyond controversy. There is also no doubt that while submitting the matriculation certificate, the Respondent had not requested for any alteration in the date of birth and that he had filed the representation for correction of his date of birth for the first time only in September, 1991, just a few months before his notified date of superannuation.”

In another case 1995 AIR SC page 1499 Hon'ble Apex Court have held:- “Correction of his date of birth at the fag end of his service career for avoiding his superannuation which was due, cannot be entertained.”

In Hindustan Lever Ltd Vs. S.M. jadhav and another 2001 Air SC page 1666, the Apex Court held:- “It is settled law that at the fag end of career, a party cannot be allowed to raise a dispute regarding his date of birth.”

12. Similarly, in *Madamsetty Ravinder Vs. M/s. Singareni Collieries Company Ltd., 2015 6 AndhLD 320*, and in *Shri Chhatrapati Sahakari Sakhar Karkhana Limited Vs. Shri Janu Gajaba Zagade 2017 3 AIR BomR 326*, similar views were expressed by the Hon'ble High Courts.

13. Thus, in view of the law laid down by the Apex Court claim of the Petitioner regarding correction of the date of birth at the fag end of the employment is not maintainable.

14. Now, we will discuss whether on the basis of evidence adduced by the claimant he is able to prove his allegation regarding his date of birth as 12.4.1963 and tampering in it by Respondent as alleged by him. Petitioner examined himself as WW1 and supported his allegation. In examination, WW1 stated that, “I am illiterate man. I am working under the contractor Mr. Kishan Rao, Respondent No.2. In the month of July, 1987 I joined under Respondent no.2, the contractor. At the time of my marriage I was aged about 10 years and my wife was aged about 5 years. My only one son is aged about 32 years.” Statement of the witness is self contradictory and it appears that he has no knowledge about his date of birth. Further WW1 states that “Ex.W1 is birth certificate which was issued by MRO. I do not know date and year when, I had applied to the MRO for birth certificate. I have not submitted any document to the MRO at the time of applying for the birth certificate. The office of MRO after consulting the elder persons of our village issued the birth certificate. I cannot say whether the MRO recorded any statement of the elders of our village.” Thus, in view of the above statement it can be inferred that the said date of birth certificate Ex.W1, was issued without any support

of any authentic documents. As per version of the WW1 the date of birth certificate has been after consulting the elder of the village. In these circumstances, the alleged date of birth certificate where in date of birth of Petitioner is recorded as 12.4.1963 cannot said to be by competent authority and more over it has not been issued on the basis of authentic proof of date of birth. Further, witness stated that he has only signed his representation dated 20.11.2010 regarding Form F nomination and Form No.2 for Provident Fund. The witness admitted his signature on both the forms but he denied that contents of both these were known to him and as per instruction of the office staff he signed on it. Further he stated that he has not filed any documents to the Respondent on the date of joining till the date of retirement. The witness also admitted his signature on receipt of cheque towards gratuity payment on 14.6.2013. Further, he stated that after my retirement, I submitted Ex.W1 to Respondent No.1. I have not given my detailed description to anybody at the time of submission of Form F. He has stated that it is not correct to say after receipt of the arrears of DA, gratuity, EL and SL and difference of wages, he has filed the present case. Thus, from the statement of WW1 it delineates that the document Ex.W1 has not been issued by the competent authority as per rules and law and is not admissible in evidence regarding the date of birth as alleged by the Petitioner. Petitioner failed to prove the allegation that the date of birth has been tampered with by the Respondent in any manner.

15. On the other hand, the Respondent has examined MW1 Sri Rajesh Kumar Gupta who in his chief examination affidavit has stated that claimant has joined Respondent No.2 as helper and he was relieved by Respondent No.2 on 28.2.2011 on attaining the age of superannuation. At the time of joining with the Respondent company and the claimant submitted nomination and declaration form No.2 to the corporation by signing himself and declaration of his date of birth as 12.2.1953. The claimant also submitted Form F nomination for the purpose of gratuity wherein he mentioned his date of birth as 12.2.1953 and the correction made by him was also endorsed by him by his own signature stating that his date of birth was 12.2.1953. It is further stated that the claimant was relieved by Respondent No.2 on 28.2.2011. The Respondent has submitted in evidence documents i.e., Ex.M1 to Ex.M7. The witness MW1 was cross examined by the Petitioner's counsel but, nothing has been elicited from it to disbelieve the witness. MW1 has also stated that Petitioner was working under the contractor in Packing Plant under the Respondent Management. It is not correct to suggest that date of birth of Petitioner was not 1953 but it was 1963. Petitioner has stated that workman had sent representation to the Respondent office on 20.11.2010 and same was not allowed by Respondent Management. Document Ex.M1 filed by Respondent is a nomination and declaration form which was filed by workman at the time of entry in the employment and in the Form No.2, date of birth of the Petitioner is recorded as 12.2.1953. It is the admission of the Petitioner regarding his date of birth and as per Law he cannot be permitted to resile from his own statement regarding date of birth at the fag end of employment since nomination and declaration form No.2 has been signed by the Petitioner himself. It is also note worthy in nomination and declaration form, the date of birth of the wife of Petitioner, Sri S. Mallaiah, is recorded as 20.3.1956 and date of birth of son is recorded as 10.5.1979. This fact also belies the version of Petitioner that his date of birth is 12.4.1963 as he alleged. Further in another document Form F, Ex.M2 wherein date of birth of Petitioner has been recorded as 12.2.1953 and the correction has been signed and endorsed by the Petitioner Sri S. Mallaiah, himself. The signature on this paper has been admitted by the Petitioner. It is not the case of the Petitioner that his signature was obtained by mis- representation or coercion. It is also note worthy that the Petitioner Sri S. Mallaiah has put his signature on all papers in English. Thus, the allegation of the Petitioner that he could not understand the nature or content of the document cannot be accepted. It can be inferred that he has knowledge and understanding of nature of document on which he is signing. Ex.M5 is representation dated 20.11.2010 which was moved by Petitioner to the Respondent company and at last page of the representation Petitioner has signed in English. Ex.M3 is the relieving order dated 28.2.2011 which was issued by Respondent No.2 regarding relieving of Petitioner from employment w.e.f. 28.2.2011. This document also fortify the version of Respondent No.1 that he was employee of the contractor and he was not stopped from work before 28.2.2011. Ex.M4 is dated 13.6.2013, which delineates that Petitioner Sri S. Mallaiah has received the cheque of Gratuity, EL, Wages on 14.6.2013. Ex.M5 is copy of representation dated 20.11.2010 submitted by Petitioner. But Petitioner failed to prove Petitioner's allegation by his evidence. Thus, from the above discussion of the oral and documentary evidence on the record, I am of the opinion that Petitioner failed to prove his allegation that his correct date of birth is 12.4.1963 and also failed to prove the fact of tampering in his service paper regarding date of birth.

16. So far as question of burden of proof is concerned, Plaintiff must prove the fact of tampering with his date of birth in the service record by producing the cogent and reliable documentary evidence. In the absence of any such document, it cannot be held that the allegation of the Plaintiff is held proved. Sec.101 of the Evidence Act provides that, "whoever desires any court to give judgement, as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist." Therefore, as regard Sec.101 of the Law of evidence, it is settled law that burden of proof is cast upon the party who claims the right. But the Petitioner has failed to prove the fact of tampering in his service record by the Respondent. It is not the case of

Petitioner that Respondent had any kind of envy against /with him and in order to cause harm, he got tampered with his date of birth in the service record, neither the Petitioner has proved any ulterior motive to do it, on the part of Respondent. Thus, Plaintiff failed to prove his allegation as alleged in is petition regarding his date of birth in the service record.

Thus, Point No.1 is decided accordingly.

17. **Point No.II:** Since, on the basis of record of the service of the Petitioner which he has filed while joining employment in the year 1987 and admittedly he has written his date of birth as 12.2.1953. Admittedly, the superannuation age at Respondent company is 58 years, hence, after attaining the superannuation age as per rules, he got retired on 28.2.2011. Therefore, he is not eligible to continue in the employment of Respondent company as per rule after attaining the superannuation age i.e., 58 years.

Thus, Point No.II is decided accordingly.

18. **Point No.III:** In view of the finding given in Point Nos. I & II, the Petitioner is not entitled to get any relief and this petition is found to be baseless, hence, liable to be dismissed.

Result:

The action of the management of M/s. Cement Corporation of India, Tandur and it's packing plant contractor Shri M. Kishan Rao in superannuating the workman Shri Sandela Mallaiah is legal and justified. The workman is not entitled to any relief as prayed for.

Award is passed accordingly. Transmit.

Dictate to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 7th day of February, 2023.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the	Witnesses examined for the
Petitioner	Respondent
WW1: Sri S. Mallaiah	MW1: Sri Rajesh Kumar Gupta

Documents marked for the Petitioner

Ex.W1: Birth Certificate of WW1 dt. 26.12.2008
 Ex.W2: Joint discussions letter dt.22.8.2011 held before ALC(C)
Ex.W3: Photostat copy of representation of WW1 dt. 25.4.2011
 Ex.W4: Photostat copy of representation from Union for WW1

Documents marked for the Respondent

Ex.M1: Nomination and declaration form submitted by the workman dt.6.7.2004
 Ex.M2: Form-F nomination for the purpose of gratuity submitted by workman dt.29.12.2008
 Ex.M3: Photostat copy of relieving order issued by R2 dt.28.2.2011
 Ex.M4: Carbon copy of the settlement voucher issued by R1 to WW1 dt. 13.6.2013
 Ex.M5: Photostat copy of representation by WW1 dt. 20.11.2010
 Ex.M6: Postal cover consisting of representation of workman with RPAD No.RLAD A 9806 dt. 20.11.2010
 Ex.M7 : Photostat copy of authorization dt. 15.3.2017

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 375.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एवीएम ऑइल फील्ड सर्विस, मेरठ; मेसर्स गेल गैस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री नानक चंद, मेरठ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली, के पंचाट (संदर्भ न.-24/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-30012/13/2018- आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 375.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 24/2019) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s AVM Oil Field Service, Meerut; M/s GAIL Gas Ltd. and Shri Nanak Chand, Meerut which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-30012/13/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI – 1 ROOM NO. 207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding officer CGIT, Delhi-1

ID No. 24/2019

Shri Nanak Chand S/o Sh.Rohtash Singh,
Village & Post-Marwana Road,
Meerut, Uttar Pradesh – 250001.

....Claimant

Versus

1. The Project Manager,
M/s. AVM Oil Field Service, Regional Office,
C-315, 2nd Floor, Defence Enclave,
Kanker Khara, Meerut (Uttar Pradesh)
2. The COO
M/s GAIL Gas Ltd.
13-14 Floor, GAIL Jubilee Tower,
B-35 & 36, Sector-1,
Noida, U.P.
3. The Chief Manager,
M/s GAIL Gas Ltd., 183/1,
1st Floor, Park Plaza,
Mangal Pandey Nagar,
University Road, Meerut, U.P.

...Management

None for the claimant

Shri Anish Chawla, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-30012/13/2018-IR(M) dated 07.12.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the management of M/s AVM Oil Field Services, Meerut (Contractor of M/s GAIL Gas Ltd., Noida), in terminating the services of Shri Nanak Chand S/o Shri Rohtash Singh, DSM (Dispenser Salesman) w.e.f. 02.03.2017 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (RETD.), Presiding Officer

Date: 07.02.2023

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स न्यू इंडिया असुरेन्स कंपनी लिमिटेड, कानपुर के प्रबंधतंत्र के संबद्ध नियोजकों और जीआईसी एम्प्लाइज' यूनियन (नॉर्थर्न जोन), नई दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, के पंचाट (संदर्भ न. -07/2017) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-17011/6/2016-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 376.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 07/2017) of the Central Government Industrial Tribunal cum Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s The New India Assurance Co. Lt., Kanpur and The GIC Employees' Union (Northern Zone), New Delhi which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-17011/6/2016-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 07 of 2017

F. No. L-17011/6/2016-IR(M) dated 16.02.2017

BETWEEN

The General Secretary,
The GIC Employees' Union (Northern Zone),
C-30, Community Centre, Naraina,
New Delhi-110028

AND

The Chief Regional Manager,
M/s The New India Assurance Co. Ltd.
15/60, Green House, Civil Lines,
Kanpur(U.P)-208001.

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour vide letter No. L-17011/6/2016-IR(M) dated 16.02.2017

SCHEDULE

“Whether the management of the New India Assurance Co. Ltd, Kanpur ha discriminated in determining the number of vacancies and places of vacancies to the post of Sr. Asstt. vide Circular No. KRO/HRM/2015 dated 29.12.2015 for promotion to the cadre of Sr. Assistant ? If so, to what relief the workmen are entitled to?”

On receipt of notification, notices were issued to both the parties on 28th April 2017 fixing 26.05.2017 for filing of statement of claim. Union failed to file statement of claim on the date fixed. Afterwards several dates were fixed for filing of statement of claim by the union but none appeared and finally case was reserved after providing one last opportunity.

Despite several opportunities to the union for submitting statement of claim; the claimant union failed to present the statement of claim before this Tribunal. Under the circumstances the case was reserved for final award for non-appearance of the union side.

From the aforesaid circumstances it is presumable that the union is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 20.03.2023

SOMA SHEKHAR JENA, Presiding Officer, HJS (Retd.)

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 377.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया, सुंदरगढ़ के प्रबंधन के संबद्ध नियोजकों और श्री परमानंदा साहू, एक्स-सब स्टाफ, सुंदरगढ़ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ न.-05/1991) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-17012/157/1990-आईआर (बी-II)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 377.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 05/1991) of the Industrial Tribunal cum Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to Life

Insurance Corporation of India, Sundergarh and Shri Paramananda Sahu, Ex-sub staff, Sundergarh which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-17012/157/1990-IR(B-II)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL: BHUBANESWAR.

Present: Sri GOUTAM SHARMA, M.A., LL.B., Presiding Officer, Industrial Tribunal, Bhubaneswar.

I.D. CASE No. 05 of 1991(Central)

Dated, the 8th December, 2021

BETWEEN:

The Management of Life Insurance
Corporation of India,
Rourkela Branch, Sector-19,
Rourkela, Dist: Sundergarh.

....First Party-Management.

(AND)

ParamanandaSahu,
Ex-sub staff,
C/o. Sri Nabin Chandra Sahu,
Pump House, Bima Niwas,
Sector-6, Rourkela-2,
Dist :Sundergarh.
(The workman is dead since 27.01.2020
as revealed from the death certificate
furnished by the management on 7.9.2020)

...Second Party-Workman.

Appearances:

Sri B.B. Satapathy, Advocate : For the Ist party.
Sri B.P. Panda, Advocate : For the 2nd Party.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) had referred the following dispute for adjudication vide Order No.L-17012/157/90-IR.B(II) dtd.18.02.1991:

“Whether the action of the management of Life Insurance Corporation of India, Rourkela Branch Office, Sector-19, Rourkela in terminating the services of Shri Paramananda Sahu, Sub-staff with effect from 12.04.90 is lawful and justified ? If not, to what relief the workman is entitled to ?”

2. The question posed in the schedule of reference (supra) was earlier disposed of by this Tribunal vide Award dated 22.06.1993 and intimation thereof was sent to the Under Secretary, Government of India, Ministry of Labour, New Delhi vide Letter No.2063 dtd.26.06.1993. Challenging the said Award the first party-management filed OJC No.6608 of 1993 before the Hon’ble High Court of Orissa and the Hon’ble Court while disposing of the said OJC passed judgment in the said OJC observed thus:-

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In the premises, as aforesaid, we quash the impugned award of the Tribunal and remit the matter to the Tribunal for reconsideration and redisposal bearing in mind the observations made by us and such redisposal would be only after giving opportunity of hearing to the parties concerned. It would be open for the employer to raise the contention that the matter is governed by “occupied field” under the Staff Regulations and the Tribunal would certainly examine the same and answer it. While quashing the award of the Tribunal under Annexure-2 and remitting the matter for reconsideration, since the employer has already reinstated the employee, we direct that the order of reinstatement may not be interfered with during the pendency of the matter before the Tribunal and it would abide the ultimate direction to be given by the Tribunal.

Since the dispute is a year-old one, the Tribunal shall do well to dispose of the same within the stipulated time i.e. by end of March, 2019. The parties through their counsel are directed to appear before the Tribunal in the 2nd week of January, 2019 with a certified copy of this order.

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In pursuance of the direction of the Hon'ble Court, the first party-management appeared and filed the death certificate of the second party-workman, but no substitution was filed on behalf of the second party-workman in spite of several opportunities.

The Hon'ble Court have directed for redisposal of the case after giving opportunity to the parties. In obedience to such direction the parties were afforded sufficient opportunity for hearing but none of the parties cooperate in hearing of the dispute. In the circumstance, the reference could not be answered.

In the background as stated above, a nil Award is passed in so far as the present reference is concerned.

Dictated and corrected by me.

GOUTAM SHARMA, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 378.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ इंडिया, पुणे के प्रबंधन के संबद्ध नियोजकों और श्रीमती स्वाति योगेश पंचवाघ, पुणे के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, पुणे के पंचाट (संदर्भ न.-24/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-17012/12/2019- आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 378.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 24/2019) of the Industrial Tribunal cum Labour Court, Pune as shown in the Annexure, in the Industrial dispute between the employers in relation to Life Insurance Corporation of India, Pune and Smt. Swati Yogesh Panchwagh, Pune which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-17012/12/2019-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE COURT OF PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PUNE.

Presided Over by Shri. S. G. Dabadgaonkar

Reference IT/24/2019

DISPUTE BETWEEN :-

The Sr. Divisional Manager,
Life Insurance Corporation of India
688 A B2, Mahavir Park Bldg.,
4th floor, Pune Satara Road,
Opp. Walvekar Lawn, Pune MS 411 037

...First Party

AND :-

Smt. Swati Yogesh Panchwagh
C/o Flat no. 2, B Wing, Saraswati Gajanan

Apartment, Opp. Morya Gosavi Temple,
Chinchwadgaon, Pune MS 411 033

....Second Party

ORDER BELOW EXH. O-1

(Date -09-12-2022)

1. This is a reference forwarded by the Ministry of Labour & Employment of the Central Government of India under the signature of the Under Secretary to the Government of India and is in respect of termination of Second Party worker Smt. Swati Yogesh Panchwagh. The present reference is forwarded by letter dated 13-03-2019 and its file number is shown as 'F' No. L-17012/ 12/2019-IR(M).

2. The first party, by its pursis Exh. C-4, informed to this Court that as per order of the Central Government dated 22-10-2019, the present dispute stands referred to the National Tribunal, Kolkata.

3. The second party worker has filed application (Exh. U-4) contending in it that the present dispute is referred for adjudication to the National Tribunal at Kolkata and is pending for adjudication there. He has filed order of the reference given under the signature of the Under Secretary to the Ministry of Labour and Employment of the Government of India, dated 22-10-2019.

4. From documents filed on record and contention of both parties, it becomes clear that the present dispute, which was earlier referred for adjudication to this Tribunal, is now referred to the National Tribunal, Kolkata for adjudication along with other disputes. It further reveals that the appropriate Government had received several other disputes on similar issue and therefore, the Government has decided to refer all these disputes including the present dispute for adjudication to the said Tribunal. There is Annexure-AA with the reference order dated 22-10-2019. Name of the present second party is shown at Sr.No. 3 with specific mention of File No. L-17012/12/2019-IR(M).

5. In aforesaid circumstances, it would not be desirable to keep the present dispute pending, if parties have already appeared before the National Tribunal Kolkata. Hence, it would be appropriate to dispose of the present reference in view of reference order dated 22-10-2019 in F L-17011/07/2016-IR(M) of the Ministry of Labour & Employment of the Central Government of India. Therefore, the following order :-

ORDER

- 1) The reference is disposed of in view of subsequent reference pending before the National Tribunal, Kolkata on the basis of reference order No. F L-17011/07/2016-IR(M) of the Ministry of Labour & Employment of the Central Government of India.
- 2) Inform to the appropriate Government accordingly.

Date : 09-12-2022

Shri. S. G. DABADGAONKAR, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 379.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चुनाव आयुक्त, निर्वाचन सदन, संसद मार्ग क्षेत्र, नई दिल्ली; एनआईसीएसआई, छठी मंजिल, हॉल नं. 02 और 03 एनबीसीसी टॉवर, 15-भीकाजी कामा प्लेस, नई दिल्ली; स्लिवर टच टेक्नोलॉजीज लिमिटेडपहली मंजिल ऋष्यमूक बिल्डिंग, 85-ए, पंचकुइयां मार्ग, सेक.-सी, गोल मार्केट, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और श्री अमित जे, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 232/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.03.2023 को प्राप्त हुआ था।

[सं. एल-42025-07-2023-69- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 379.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 232/2021) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Election Commissioner of India, Nirvachan Sadan, Sansad Marg Area, New Delhi ; NICS, 6th

Floor, Hall no. 02 &03 NBCC Tower,15-Bhikaji Kama Place, New Delhi; Sliver Touch Techonologies Ltd.1st Floor Rishyamook Building, 85-A, Panchkuian Marg, Sec.-C, Gole Market, New Delhi, and Shri. Amit J, Worker, which was received along with soft copy of the award by the Central Government on 10.03.2023.

[No. L-42025-07-2023-69-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-I, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 232/2021

Date of Passing Award- 28th Feb.,2023

Between:

Shri. Amit J, S/o Sh. Jeevraj Singh,
R/o C-61, Amrit Nagar, Near Bhatia Mor,
Gagan Enclave , Ghaziabad-201001.

Versus

....Workman

1. Election Commissioner of India,
Nirvachan Sadan, Ashoka Road, Pandit pant Marg,
Sansad Marg Area, New Delhi- 110001
2. NICSI,
6th Floor, Hall no. 02 &03 NBCC Tower,
15-Bhikaji Kama Place, New Delhi-110066
3. Sliver Touch Techonologies Ltd.
1st Floor Rishyamook Building, 85-A, Panchkuian Marg,
Sec.-C, Gole Market, New Delhi-110001

....Managements.

Appearances:-

None for the Claimant .
Ms. Hemlata Gupta, Ld. A/R for the Management no. 2
None for the management no. 1 and 3.

AWARD

This is an application filed u/s 2- A of the ID Act by the workman against the managements praying a direction to the managements to reinstate the workman into service with full back wages and all other consequential benefits.

Notice being served the mgt. no. 2 i.e. NICSI appeared and filed w/s along with documents. The M1 and M3 did not appear and proceeded ex-parte.

As per the claim statement the management no. 1 is the principal employer and had awarded a contract in favour of management no. 2 for supply of manpower for documentation work. The said management no.2 had given a sub-contract to management no. 3 for supply of the manpower. Hence, the management no.3 M/s. Silver Touch Technology Ltd. had appointed the claimant in the post of documentation expert in the office of M1 on a monthly salary of Rs.26,856/- though the claimant was discharging his duty with all sincerity and under the supervision and control of all the three managements, he was not granted the statutory benefits payable to him. On this account, he was often raising demands. Even management no.3 was not paying him salary regularly. On 23.10.2020 the management no.3 illegally terminated his service under the direction of M1 and M2 at the time of termination neither the provisions of Id Act were complied nor the earned wage was paid to him. Being aggrieved, he raised a dispute before the Labour commissioner. Since conciliation failed he filed the claim petition before this tribunal for adjudication.

On service of notice the mgt. 2 appeared and filed w/s. In the said w/s the mgt. no. 2 has denied the claim advanced and also denied employer employee relationship between the parties. It has been stated that mgt. 2 is a non-profit organization and was only as a facilitator between the govt. Department and the

empanelled vendor by flouting tender form time to time. Thus m2 has no knowledge about the claimant having been appointed or terminated from the service of the mgt. no 1 and 3.

The other managements did not appear though notices were sent on repeated occasions. The claimant also did appear on the date fixed. Hence, it is held that the claimant has not dispute against the mgt. and this no dispute award is accordingly passed. Hence ordered.

ORDER

The application filed under section 2A by the claimant is dismissed as the claimant could not succeed in proving the dispute raised by him.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 380.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ सं. (50/2015) को प्रकाशित करती है

[सं. एल-37011/13/2015-आईआर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 5th April, 2023

S.O. 380.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 50/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Kandla Port Trust and their workmen.

[No. L-37011/13/2015-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM -LABOUR COURT, AHMEDABAD

Present: SUNIL KUMAR SINGH-I, Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 19th September, 2022.

Reference: (CGITA) No- 50/2015

1. The Chairman,
Kandla Port Trust,
Administrative Building, P.B.No.50,
Gnadhidham-370201

....First Party

Versus

The General Secretary,
Transport & Dock Workers Union,
F3, Aadinaath Arcade-1,
Plot No. 586, 12-C,
Gnadhidham-370201

....Second Party

Advocate For the First Party : Shri K. V. Gadhia
 Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/13/2015-IR(B-II) dated 08.06.2015 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether action of the management of Kandla Port Trust in not adjusting Sri Sanjeev Sharma against the vacant post of Supdt.(A/C) is just and fair? If Not, to what relief the employees concerned is entitled?”

1. The matter was taken up today. Second Party workman Shri Sanjeev Sharma is represented through Ld. Counsel Shri N. H. Rathod and First Party employer is represented through Ld. Counsel Shri M. K. Patel and Shri K. V. Gadhia. Both the parties have drawn the attention of the Tribunal towards FP’s application (Ex. 8) dated 10.03.2022 alongwith departments letter dated 03.05.2019 and workman’s application dated 21.05.2019 and joint application Ex. 9, whereby it has been prayed that this reference be understood to have been withdrawn. Perusal of workman’s application dated 21.05.2019 shows that the workman has made a prayer to the department employer for the withdrawal of this case. The employer First Party has also moved an application Ex. 8, stating that the employee has retired on 30.04.2019, hence this reference has become infructuous, hence be disposed as withdrawn.

2. Keeping the joint application dated 19.09.2022 (Ex. 9) and the Second Party does not seem to intend to pursue the matter further. The reference stands withdrawn as prayed.

3. Thus the reference is finally disposed of as withdrawn.

Let two copies of Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 381.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एम एस इंडिया गेटवे टर्मिनल प्राइवेट लिमिटेड प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ऐर्नाकुलम के पंचाट संदर्भ संख्या (50/2014) को प्रकाशित करती है।

[सं. एल-35025/02/2014- आईआर (बी- II)]

सलोनी, उप-निदेशक

New Delhi, the 5th April, 2023

S.O. 381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 50/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam as shown in the Annexure, in the industrial dispute between the management of M/s India Gateway Terminal Pvt Ltd and their workmen.

[No. L-35025/02/2014-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT,
ERNAKULAM**Present:** Shri. V .VIJAYA KUMAR, B. Sc, LLM, Presiding Officer.(Tuesday the 31st day of May 2022, 10 Jyaistha 1944)**ID No. 50/2014**

Workman/Union : The General Secretary
Swathanthra Container Lorry Thozhilali Union
C/23/1573, Kozhakke
Ayyamveliparambu
KMP Nagar, Palluruthy
Kochi – 682006

By Adv.C. Anilkumar

Management : M/s.India Gateway Terminal Pvt Ltd
Registered Office
Administration Building
ICTT, Vallarpadam, SEZ
Ernakulam - 682504

By M/s. Menon & Pai

This case coming up for final hearing on 29.03.2021 and 19.11.2021 and this Industrial Tribunal-cum-Labour Court on 31.05.2022 passed the following:

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-35025/02/2014-IR(B-II) dated 26.11.2014 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the demand of Swathanthra Container Lorry Thozhilali Union for regularization of services Sri.Joseph K.S. and 53 other contract labourers engaged through M/s.International Clearing and Shipping Agency India (Pvt.) Ltd (list enclosed) and the contract labourers viz.Sri.Sakeer Hussainah A. H. and 57 others engaged by M/s.Chakkiath Agencies through their subcontractor M/s.Asiatric Transport (list attached) by M/s.India Gateway Terminal Pvt Ltd, the Principal Employer, is justified or not? What relief the workers are entitled ?”

3. The Union filed claim statement on behalf of the workmen. The Management is operating the International Container Transshipment Terminal (ICTT) at Vallarpadam, Cochin. Dubai Port World(DP World) has set up a company to build a state-of-the art container terminal in Cochin. DP World developed ICTT on a build operate and transfer (BOT) agreement with Cochin Port Trust for a period of 30 years. Initially the Management started functions from Cochin Port at Wellington Island from 01.04.2005. It shifted to Vallarpadam on 11.02.2011. The main work involved in the terminal is transshipment and movement of containers. The Union represent vast majority of employees in the workmen category under the Management and also represent the workman engaged by the Management through contractors. The workmen engaged through contractors are for the works which are integral part of the operation of the container terminal. Even though the Management is engaging its own workers for operating cranes to load and unload containers from the ship, the truck drivers and other technical staff employed in connection with the movement of containers are being engaged through two contractors M/s.Chakkiath Agencies and M/s.International Clearing and Shipping Agency India Pvt Ltd. M/s.International Clearing and Shipping Agency India Pvt Ltd is engaging 53 workers and M/s.Chakkiath Agencies is engaging 57 workers. 110 members of the Union were engaged through these two agencies. Later the number has increased to 112. The workers represented by the Union are engaged through contractors and are working with the Management since February 2011. The engagement of workmen through the

contractors is illegal and against the prevailing statutory provisions and in violation of terms of agreement by which the Management is entrusted with the development of ICTT on BOT basis. M/s.Chakiath Agencies though projected as contractors has engaged workers through M/s.Asiatic Logistics Pvt Ltd. None of these agencies possess Stevedoring license required for doing the operational work. The agreement between the Management and M/s.International Clearing and Shipping Agency India Pvt Ltd and M/s.Chakiath Agency expired on 31.03.2013. However the workers continued to work under the Management without any contractor. M/s.Asiatic Logistics Pvt Ltd or M/s.Chakiath Agencies do not have any license as required under the Contractor Labour (Regulation & Abolition) Act (CLRA Act). The work done by the members of the Union are being supervised and controlled by the officials of the Management. The contract between the Management and the contractors are a sham arrangement in order to avoid liability of engaging employees therein. The Tariff Authority for Major Ports have fixed rates for various services rendered by the Management. The engagement of workers is an integral part of the operation of the container terminal and engagement of contractors is against the directives of Tariff Authority for Major Ports. The wages of the members are paid by the Management through intermediaries ranking them as contractors. The work done by the workmen engaged through contractors are perennial in nature and are integral part of the operation of the container terminal. After raising of the industrial dispute, the workmen engaged by the Management through 2 contractors were removed from service in violation of binding settlement. The engagement of contract workers for perennial work is not permissible under the CLRA Act. Since the agreement between the Management and their contractors are sham in nature, the employees engaged through the contractors are to be treated as employees of the Management.

4. The Management filed written statement denying the above allegations. The issue referred for adjudication is the claim for regularization of contract labourers of two erstwhile contractors of the Management. A claim for regularization can be raised only by workmen who are directly engaged by the Management. The worker involved in this dispute were admittedly employed by contractors whose names are mentioned in the reference order. When the contract came to an end on expiry of contract, they have also gone along with the contractor. They seek regularization in the service under the Management. Consequently there is no dispute as defined U/s 2(k) of the ID Act. The workmen represented by the Union were employed by two of the erstwhile contractors who have been awarded the contract of internal transport vehicle operation. The contractors selected and engaged their own workmen for the execution of the contract taken by them. Their employees are paid, controlled and supervised by the contractors or their men deployed for the above works. They were subjected to the disciplinary control of the contractors. The service conditions of the workmen were determined by periodical settlements entered into between the Union and the contractors. Such settlements were signed before the Conciliation Officer. The Management was never a party to the settlements for determining the service condition of wages. The Management has valid registration under the CLRA Act the contractors are also having valid license under the provisions of the said Act. On the face of a genuine contract, no industrial dispute is maintainable against the Management by the workers of the erstwhile contractors. The workmen were not made a party to the dispute. They were necessary parties to the dispute. Hence the validity of the reference on the above grounds may be decided as a preliminary issue. The containers that come from various parts of the world are stacked in the yard for interim period. The stacked containers are to be transported for shipment. Subject to volume of business, vehicles are required as per the current operational process. Contract has been awarded to the 2 contractors named in the reference order for supply of trucks and its crew in accordance with business volume. The contractors named in the reference order are well known in the field of container operations. For execution of the contract, they used their own vehicles and crew appointed by them. They have taken valid license under CLRA Act and the same was valid till the expiry of the contract. The Management is also having registration under the CLRA Act. The crew for the vehicles are recruited, controlled, supervised and paid by the contractors. The machines, accessories and crew can remain in the premises of the Management only during the tenure of the contract. The workmen involved in this dispute were not employed when the Management was operating from Wellington Island. The engagement of workers who came along with the vehicles of the contractors are not prohibited under CLRA Act. It is totally incorrect to say that after the expiry of contract on 31.03.2013, the Management directly engaged the workers of the contractors. The workers of the contractors were supervised by the men deployed by the contractors for the aforesaid purposes. The officers of the Management only verified whether the contractors has executed the contract in terms of the agreement. The nature of operations contracted out is not integral part of the Port activities. In the new generation Ports, these activities are getting mechanized by way of deployment of automated and electronically guided vehicles. The Union cannot claim regularization for the contract workers engaged through contractors. The contractors were unable to engage the workmen because of the expiry of their contract. This cannot be considered as illegal termination of service by the Management. The contract between the Management and the contractors are not sham as alleged by the Union. It is genuine and bonafide.

5. The Union filed rejoinder denying the allegations of the Management in the written statement. The contentions of the Management that the present dispute will not come under the purview of Sec 2(k) of the

industrial dispute is not correct. The main work involved in Vallarpadam container terminal operated by the Management is transshipment and movement of containers. The workmen engaged through the contractors are for the works which are integral part of the operation of the container terminal. In other similar container terminals the work which is in perennial nature is done by the permanent workforce. There is considerable difference in wages and other service conditions of the employees directly engaged by the Management and the employees engaged through contractors.

6. After completion of the pleadings, the Union examined as WW1 and marked Exbts.W1 to W6. The Management examined MW1 and marked Exbts.M1 to M39.

7. The following issues are raised for adjudication;

1. Whether the industrial dispute is maintainable?
2. Whether agreement entered into between the Management and M/s.International Clearing and Shipping Agency India Pvt Ltd and M/s.Chakiath Agencies are sham agreements ?
3. Whether the employees engaged through M/s.International Clearing and Shipping Agency India Pvt Ltd and M/s.Chakiath Agencies through their subcontractor M/s.Asiatric Logistics Pvt Ltd are entitled for regularization?
4. Relief and cost?

8. Issue no.1 and 2

According to the learned Counsel for the Management, the workers involved in this dispute were employed by two erstwhile contractors whose names are mentioned in the order of reference. The contractors selected and engaged their own workmen and they controlled, supervised and paid the employees. The employees engaged by the contractors are under the disciplinary control of the contractors who engaged them. The contractors also enters into periodic settlements between the Union and the Management was never a party to the said settlements. The Management has a valid registration of the CLRA Act and the contractors are also having valid license under the Act. According to the learned Counsel for the Management, the contract is genuine and no industrial dispute is maintainable. According to the learned Counsel for the Management, the law with regard to the regularization of contract employees is settled by various decisions of Hon'ble Supreme Court starting from **Gujarat Electricity Board, Thermal Power Station, Ukai, Gujarat Vs Hind Mazdoor Sabha and others**, 1995 (2) LLN 59, **Air India Statutory Corporation Vs United Labour Union and others**, 1997 (1) LLN 75 and **Steel authority of India Ltd and others Vs National Union Water Front Workers and others**, 2001 (4) LLN 135. In the case of **Steel Authority of India** (Supra) the Hon'ble Supreme Court made it clear that neither Sec 10 nor any other provision in CLRA Act provides for automatic absorption of contract labourers on issuing a notification by the appropriate Govt U/s 10(1) of the Act, and consequently the principal employer cannot be required to absorb the contract labourers working in the establishment. The Hon'ble Supreme Court in the above case also held that if the contract is found to be sham or nominal or merely a camouflage, then the so called contract labour will have to be treated as direct employees of the principal employer and the industrial adjudicator should direct the principal employer to regularize their services in the establishment subject to such conditions that may be specified in the order. On the other hand, if the contract is found to be genuine and at the same time there is a prohibition notification U/s 10(1) of CLRA Act in respect of the establishment, the principal employer intending to employ regular workmen for the process, operations or other work of the establishment in regard to which the prohibition notification has been issued, it shall give preference to the erstwhile contract labour, if otherwise found suitable. But where there is no abolition of contract labour U/s 10 of CLRA Act, but the contract labour contented that the contract between the principal employer and contractors are sham and nominal, the remedy is under the Industrial Disputes Act. The Hon'ble Supreme Court held that

“Para 125. On issuance of prohibition notification U/s 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as direct employees of the principal employer who shall be directed to regularize the

services of the contract labour in the concerned establishment subject to the condition as may be specified by it for that purpose in para 6 here under.

Para 6. If the contract is found to be genuine and prohibition notification U/s 10(1) of the CLRA Act in respect of the concerned establishment has been issued to by the appropriate Govt, prohibiting employment of contract labour in any process operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Para 126. We have used the expression industrial adjudicator by design as determination of the questions aforementioned requires inquiry into disputed questions of facts which cannot conveniently be made by High Courts in exercise of jurisdiction under Article 226 of the Constitution. Therefore, in such cases the appropriate authority to go into those issues will be Industrial Tribunal/Court whose determination will be amenable to judicial review.

In view of the above observation of the Hon'ble Supreme Court, this Tribunal is competent to examine whether the agreement entered into between the Management and the contractors were a sham arrangement to evade the complaints of various beneficial legislations so as to deprive the workers of the benefits thereunder.

9. According to the learned Counsel for the Union, the contractors whose names are mentioned in the terms of reference does not possess Stevedoring license for doing the operational work in the Port. He further pointed out that engaging contractors and contact workers is in clear violation of the Exbt.M1 agreement executed between the Management and the Cochin Port Trust. He pointed out that at page 31 of the agreement, it is specifically stated that "The Licensee shall employ qualified and skilled personnel required to operate and maintain Project Site and/or the Project Facilities and Services. The terms of employment may be as deemed fit by the Licensee and the Licensee shall bear all costs in this regard. All such employees shall always remain the Licensee's responsibility. Subject to the provisions of this Agreement, including Articles 12 and 14, in the event of expiry of the License Period or Early Determination/Termination of the license, the Licensee shall be liable to pay retrenchment compensation, if any, payable to such employees and/or terminate the services of all its employees by discharging its legal obligations and liabilities in respect of the employees directly engaged by the Licensee and the Licensor shall not have any direct or indirect responsibilities over such employees". According to the learned Counsel for the Union, it is clear from the above provisions that the Management is responsible for employment of personnel for operating the project site and project facilities. The learned Counsel also pointed out that in view of the above provisions, the agreement in Exbt.M2 and Exbt.M3 contract between the Management and their contractors are only to be considered as sham contracts. He further argued that after the Union raised the industrial dispute, the services of the workmen engaged through two contractors were removed from the service. The Union raised a complaint before the appropriate authority and through Exbt.W3 conciliation settlement dt.10.03.2014 the matter was settled and the Management was a signatory to the above proceedings. Exbt.M4 is a Stevedoring license issued to the Management and there is no evidence that the contractors were having Stevedoring license during the relevant point of their contract. Cochin Port (Issue of Stevedoring License) Regulations, 1987 clearly states that a license issued to a party or person "shall not assign, transfer or in any manner part with any interest or benefits in or under the license to any other person without the prior approval in writing of the Chairman". The Management has no case that the contractors obtained any license as required under the above Regulation. The learned Counsel for the Union also referred to the decision of the Hon'ble Supreme Court in **Hussainbhai Vs Alath Factory Thozhilali Union**, 1978 KHC 625 wherein the Hon'ble Supreme Court held that where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. The learned Counsel for the Management on the other hand pointed out that Exbt.M2 and Exbt.M3 are copies of agreements between M/s.Chakiath Agencies and M/s.International Clearing and Shipping Agency India Pvt Ltd. He also relied on Exbt.M25 which is a profile of M/s.International Clearing and Shipping Agency India Pvt Ltd and Exbt.M26, a copy of the profile of M/s.Chakiath Agencies. According to him, Exbt.M25 and M26 are between reputed contractors in the field and the Management. He further argued that Exbt.M4 is the copy of the Stevedoring license of the Management issued by Cochin Port Trust. He also relied on Exbt.M5, a copy of the letter dt.25.05.2017 issued by the Traffic Manager to the Management informing that the Stevedoring license is not required because of some changes brought in the policy, according to which a PPP operator will not come under the new regulation. The learned Counsel for the Management relied on Exbt.M11, M12, M13 and M20 to point out that the workmen involved in this dispute are all appointed by the concerned contractors. He also relied on Exbt.M19, copy of the minutes of meeting of the Conciliation Officer wherein the contractor agreed to provide alternate employment on account of the expiry of contract with the Management. The learned Counsel

for the Management further pointed out that the wages of the workmen involved in this dispute are paid by the contractors only. He relied on Exbt.M9 and M10 long term settlements between the contractors and the Union to argue that the settlements are between the Union and the contractors. Further Exbt.M29 is a copy of the Memorandum of Settlement dt.10.03.2014 between the contractors and the Union before the Conciliation Officer. He further pointed out that as per Exbt.M15, the Provident Fund contribution in respect of the workmen are paid by the contractors in their account. Exbt.M14 is the details of the contributions paid by the contractor to the workmen under the ESI Act. The learned Counsel for the Management pointed out that the Management was never a party to the above settlements between the Union and the contractors before the Conciliation Officer and it is also clear that the PF and ESI contribution in respect of the workmen involved in this dispute are paid by the contractors. The learned Counsel for the Management also pointed out that the Management has registration under the CLRA Act and the contractors are also having license under the said Act. Exbt.M16 is the copy of the certificate of registration of the Management under the CLRA Act. Exbt.M17 is the copy of the license issued to M/s.International Clearing and Shipping Agency and Exbt.M18 is the copy of the license issued to M/s.Chakiath Agencies under the CLRA Act. The learned Counsel for the Management further pointed out that as per Exbt.M30 dt.09.01.2014 M/s.International Clearing and Shipping Agency India Pvt Ltd, requested for termination of the contract. Exbt.M31 is the copy of the notice issued by the contractor regarding termination of the contract with the Management effect from 07.02.2014. Exbt.M32 is the letter by M/s.International Clearing and Shipping Agency India Pvt Ltd confirming their termination of contract. Exbt.M33 is the copy of the agreement dt.01.05.2014 awarding fresh contract to M/s.Casby Logistic (P) Ltd. Exbt.M34 and M35 are the extension of contract of M/s.Casby Logistic (P) Ltd. Exbt.M36 is the copy of the agreement dt.01.05.2014 between the Management and M/s.Trans Marine Container Transport and Logistic Services Ltd and Exbt.M37 is the extension of contract of M/s.Trans Marine Container Transport and Logistic Services Ltd. The Management also produced Exbt.M38, the copy of the list of employees engaged by the existing contractor M/s. Casby Logistic (P) Ltd and M/s.Trans Marine Container Transport and Logistic Services Ltd.

10. The main contention of the learned Counsel for the Union is that Exbt.M1 agreement between the Management and the Cochin Port Trust prohibits any contract or contract employees to be engaged in the operation. Further he also pointed out that the two contractors referred to in this reference order were not having Stevedoring license and therefore the agreement entered into between the Management and these contractors are illegal and therefore are sham agreements. The learned Counsel for the Union also argued that the contractors were not having any license under the CLRA Act which also supports their case that the agreement between the Management and the contractors are illegal. The learned Counsel for the Management on the other side argued that the 2 contractors mentioned in the reference order are very reputed firms in their respective fields and relied on the profile of the establishments to substantiate their case. The learned Counsel also countered the argument of the learned Counsel for the Union that the Management was having Stevedoring license and subsequently it was clarified that no license is required for the PPP operators. The specific contention of the Union is that the contractors were not having Stevedoring license as per the regulations. According to him the license issued to the Management cannot be assigned or transferred without the prior approval in writing of the Chairman. However as per the notification, the remedy for violating the terms of license is also provided in the Cochin Port (Issue of Stevedoring License) Regulations, 1987 and the same cannot be pleaded as a ground to hold that the contract entered into between the Management and the contractors are sham arrangements. It is also substantially established by the Management through documentary evidence that the appointment of the workmen involved in this dispute are made by the contractors and the conditions of service is settled by the Union and the contractors before the Conciliation Officer and the Management had no role in the same. It is also proved that the Management was having registration under the CLRA Act and the contractors were having license under the said Act. It is further established that after terminating the contract with the contractors in the dispute, the Management has awarded the contract to different agencies and they are engaging their own workers for doing the above work.

Taking into account all the pleadings and evidence adduced in this proceedings and discussed above, I am of the considered view that the contract entered into between the Management and M/s.International Clearing and Shipping Agency India Pvt Ltd and M/s.Chakiath Agencies are genuine contracts.

11. Issue no.3

For the reasons stated above and the finding in issue no.1 and 2, the workmen engaged through M/s.International Clearing and Shipping Agency India Pvt Ltd and M/s.Chakiath Agencies are not entitled for regularization as the employees of the Management.

12. Issue no.4

As already pointed out in the above paras, the contracts entered into between the Management and M/s.International Clearing and Shipping Agency India Pvt Ltd and M/s.Chakiath Agencies are genuine and

therefore the workmen engaged through these contractors cannot be regularized in the service of the Management.

13. Hence an award is passed holding that the claim of the Union for regularizing the service of the workmen engaged through M/s.International Clearing and Shipping Agency India Pvt Ltd and the employees engaged through M/s.Chakiath Agencies through their subcontractor M/s.Asiatic Transport by the Management are not entitled for regularization in the service of the Management.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 31st day of May, 2022.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Workman:-

WW1 - Sri.T. G. Narendran, dt.12.06.2019

Witness for the Management:-

MW1 - Sri. Girish C. Menon, dt.24.02.2020

Exhibits for the Workman:-

- W1 - Copy of the complaint dt. 01.05.2014 submitted by the Union to the Regional Labour Commissioner (Central), Ernakulam
- W2 - Copy of Memorandum of understanding dt.11.02.2014 between the contractors of IGTPL and the trade unions
- W3 - Copy of conciliation statement dt.10.03.2014 between IGTPL, their contractors and the unions
- W4 - List of employees engaged through M/s.Chakiath Agencies
- W5 - List of employees engaged through M/s.International Clearing and Shipping Agency India Pvt Ltd
- W6 - True copy of notification G.No.142 dt.11.08.2009 issued by Tariff Authority for Major Ports

Exhibits for the Management:-

- M1 - Copy of the License agreement dt.31.01.2005 between the Management and Cochin Port Trust regarding the deployment of workers at the Management in the ICTT, Vallarpadam
- M2 - Copy of the agreement dt.06.01.2011 between the Management and M/s.Chakiath Agencies
- M3 - Copy of the agreement dt.24.01.2011 between the Management and M/s.International Clearing and Shipping Agency India Pvt Ltd
- M4 - Copy of the Stevedoring License of the Management issued
- by the Cochin Port Trust
- M5 - Copy of the letter dt.25.05.2017 issued by the Traffic Manager to the Management

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| M6 | - Copy of the letter dt.29.01.2012 of the Swathanthra Container Lorry Thozhilali Union (SCLTU) to the Management |
| M7 | - Copy of the charter of demands dt.19.06.2012 issued by the SCLTU |
| M8 | - Copy of the strike notice dt.19.12.2013 issued by the SCLTU and the Cochin Port Staff Association |
| M9 | - Copy of the Long Term Settlement dt.17.08.2012 between the contractors and the union |
| M10 | - Copy of the Long Term Settlement dt.19.12.2013 between the contractors and the union |
| M11 | - Copy of the letter of appointment dt.17.01.2011 by the contractor to a truck driver |
| M12 | - Copy of the letter of appointment dt.17.01.2011 by the contractor to a truck driver |
| M13 | - Copy of appointment dt.01.12.2011 issued by M/s.Asiatic Transports to Sri.Basil P. V. one of their Truck driver |
| M14 | - Copy of the proof of remittance of ESI contribution by M/s.Chakiath Agencies through M/s.Asiatic Transports |
| M15 | - Copy of the proof of remittance of EPF contribution by M/s. Asiatic Transport |
| M16 | - Copy of the certificate of registration dt.30.05.2005 of Management under the CLRA Act |
| M17 | - Copy of the license dt.13.07.2010 issued to M/s.International Clearing and Shipping Agency India Pvt Ltd under the CLRA Act |
| M18 | - Copy of the license dt.24.05.2011 issued to M/s.Chakiath Agencies under the CLRA Act |
| M19 | - Copy of the Minutes of the Meeting of the Conciliation Officer |
| M20 | - Copy of the letter of appointment dt.11.03.2014 issued by M/s.Asiatic Transports to a truck driver |
| M21 | - Copy of the letter dt.26.04.2014 issued by Cochin Port Staff Association |
| M22 | - Copy of the reply dt.28.04.2014 given by the Management to Cochin Port Staff Association |
| M23 | - Copy of the list of employees engaged by M/s.International Clearing and Shipping Agency India Pvt Ltd |
| M24 | - Copy of the Register of wages maintained by M/s. Asiatic Transports |

- M25 - Copy of the profile of M/s.International Clearing and Shipping Agency India Pvt Ltd
- M26 - Copy of the profile of M/s.Chakiath Agencies
- M27 - Copy of the strike notice issued by the General Secretary, SCLTU
- M28 - Copy of Memorandum of Understanding dt.11.02.2014 between the contractors and the Union
- M29 - Copy of Memorandum of settlement dt.10.03.2014 between the contractors and the Union
- M30 - Copy of the letter dt.09.01.2014 issued by M/s.International Clearing and Shipping Agency India Pvt Ltd
- M31 - Copy of the notice issued by M/s.International Clearing and Shipping Agency India Pvt Ltd
- M32 - Copy of the letter dt.03.02.2014 issued by Management to M/s.International Clearing and Shipping Agency India Pvt Ltd
- M33 - Copy of the agreement dt.04.06.2014 awarding fresh contract by the Management to M/s.Casby Logistic (P) Ltd
- M34 - Copy of the extension of contract given by the Management to M/s.Casby Logistic (P) Ltd for a period of 2 months from 01.05.2016 to 30.06.2016
- M35 - Copy of the contract dt.23.03.2017 issued to M/s.Casby Logistic (P) Ltd by the Management
- M36 - Copy of the agreement dt.04.06.2014 between the Management and M/s.Trans Marine Container Transport and Logistics Services
- M37 - Copy of the letter dt.16.05.2017 issued by the Management to M/s.Trans Marine Container Transport and Logistics Services
- M38 - Copy of the list of employees engaged by M/s.Casby Logistic (P) Ltd
- M39 - Copy of the details of the industries carrying similar business across the country.

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 382.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स नेशनल इन्सुरेंस कंपनी कारपोरेशन लिमिटेड, चेन्नई के प्रबंधन के संबंध में नियोजकों और जनरल इन्सुरेंस एम्प्लॉयज एसोसिएशन, चेन्नई के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, के पंचाट (संदर्भ न.-8/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-17011/2/2018- आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 382.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 8/2019) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s National Insurance Company Company Limited, Chennai and General Insurance Employees Association, Chennai which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-17011/2/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CGIT-CUM-LABOUR COURT & EPF APPELLATE TRIBUNAL CHENNAI

ID No. 8/2019

Present: DIPTI MOHAPATRA, LL.M. Presiding Officer

Date: 16.02.2023

The General Secretary (Chennai Region)
General Insurance Employees Association
C/o United India Insurance Co. Ltd,
No 24, Whites Road,

Chennai-600014

....1st Party/Petitioner

AND

The General Manager
M/s National Insurance Company Co. Ltd
Hamid Buildings, 2nd Floor
190, Anna Salai

Chennai-600006

....2nd Party/Respondent

Appearance:

For the 1 st Party/Petitioner	:	Authorized Representative, Sri Y. Sivam
For the 2 nd Party/Respondent	:	Authorized Representative, Ms. R. Sudha

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-17011/2/2018-IR(M) dt. 17.12..2018 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the proposed action of the Management of National Insurance Co. Ltd (NICL), Chennai to recover the excess payment of Fixed Personal Allowance retrospectively w.e.f 2011 from the workmen of NICL is proper, legal and justified? If not, to what relief, the workman is entitled to? What directions are necessary in the matter?”

2. On receipt of the above reference from the appropriate Government, the dispute on reference is registered as ID No. 8/2019 and due notices were issued to both sides for their appearance on 12.02.2019. The Petitioner / 1st Party Union represented through the A/R. The case was listed to subsequent dates for claim statement and documents of Petitioner till 04.06.2019. On that day, the Petitioner Union filed the Claim Petition. The Respondent entered Appearance and filed the Counter Statement on 23.09.2019. The Petitioner Union was accordingly directed to file Affidavit-Evidence fixing the case to 11.10.2019. The Petitioner did not turn up resulting further three adjournments till 28.04.2020. Due to the outbreak of Pandemic COVID-19, the case was suo-moto listed and relisted to several dates in the whole of the year 2020 and also till 16.08.2021 intervening several dates of adjournment. The Petitioner did not appear nor filed any Proof of Affidavit. The

case was again re-scheduled to further dates for the same purpose till 07.01.2022 intervening 4 adjournments. On that day, none appeared on behalf of the Petitioner Union despite of repeated calls. The case was listed to 17.02.2022. On 17.02.2022, the Petitioner Union did not turn up to file affidavit evidence. Even then, the case was so-moto adjourned to further dates i.e. to 29.03.2022, 19.05.2022, 25.07.2022 and 01.08.2022. The Petitioner did not appear nor filed the Proof of Affidavit. No Time Petition was also filed for the purpose. However without resorting to any coercive steps, the Petitioner Union was afforded with further 2 more adjournments till 15.12.2022. None behalf of the Petitioner Union nor any Authorized Representative appeared. The case is reserved for final order. Even till the date, neither any Petition nor the Affidavit-Evidence is filed by the Petitioner Union.

3. It appears the petitioner is not interested to proceed with the case even if sufficient opportunities were afforded to it. It is felt the Petitioner Union deliberately withheld to introduce himself in dock. In such circumstance, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government vide dtd.17.12.2018. The case is liable for dismissal due to non-cooperation and default of the Petitioner Union. In the circumstance, it is held proper to dispose of the case without wasting the valuable time of the Tribunal.

In view of the discussion held in preceding paragraph, it deems there exists no dispute for adjudication as referred by the Appropriate Government.

In the result the ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 383.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीपीसीएल; श्री आर. अरुमुगनाइनर के प्रबंधन के संबद्ध नियोजकों और श्री एन. सीवनपंडी पुत्र नारायणन, तिरुनेलवेली टाउन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, के पंचाट (संदर्भ न.-20/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. जेड -16025/04/2023-आईआर (एम) -26]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 383.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 20/2021) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to BPCL; Shri R. Arumuganainar and Shri N. Sivanpandy S/o Narayanan, Tirunelveli Town which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. Z-16025/04/2023-IR(M) -26]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CGIT-CUM-LABOUR COURT & EPF APPELLATE TRIBUNAL CHENNAI ID No. 20/2021

Present: DIPTI MOHAPATRA, LL.M., Presiding Officer

Date: 24.02.2023

Sri N. Sivanpandy
S/o Narayanan
No. 2/49, Pillaiyar Kovil Street
Kunnathur

Tirunelveli Town-627006
AND

....1st Party/Petitioner

1. The Depot Manager
BPCL, B.G. Good Sheds Road
Thatchanallur
Tirunelveli-627358
2. The General Manager
BPCL, No. 1, Ranganathan Garden
11th Main Road, Anna Nagar
Chennai-600040
3. Sri R. Arumuganainar
S/o Ramasamy
47, Thevar Big Street
Vallior
Tirunelveli-627117

...First Respondent

.....Second Respondent

....Third Respondent

Appearance:

For the 1st Party/Petitioner : None
For the 1st, 2nd & 3rd Respondent : Advocates, M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. M. No. 8/1/2021-A1 dtd. 30.04.2020 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the M/s Arumuganainar, Contractor of BPCL, Tirunelveli Depot, in denying employment to Sri N. Sivanpandy is legal and justified? If not, to what relief the workman is entitled to?”

2. On receipt of the above reference from the appropriate Government, the dispute on reference is registered in ID No. 20/2021 and notices were issued to both the parties for their appearance fixing the case to 31.08.2021. The Petitioner did not appear. The Respondents filed Vakalat. The case was listed to some more dates i.e. 11.10.2021, 16.11.2021 and to 27.12.2021 for the same purpose. The Petitioner did not turn up. The case was further adjourned to 31.01.2022 for appearance of the Petitioner and for filing Claim Statement. The Petitioner did not turn up nor filed any petition for extension of time. The Counsel on behalf of the Respondent was present and raises objection to re-schedule the case to any other date. However, the Petitioner was afforded with further adjournments for the same purpose i.e. 04.03.2022 and 28.04.2022. Neither the Petitioner nor any Authorized Representative was present. No Claim Statement and Time Petition were filed. Even then the Petitioner was afforded with one more chance fixing the case to 03.08.2022. The Petitioner did not turn up.

It appears even if for the interest of justice the Tribunal suo-moto afforded sufficient opportunities to the Petitioner, there was no progress in the proceeding due to the non-cooperation of the Petitioner. The non-appearance and non-participation in the proceeding by the Petitioner, constrained the Tribunal not to repost the proceeding to any other date for the same purpose as much as it deems the petitioner has no interest to proceed with the case. Thus, the case is liable for dismissal in accordance to Law.

In view of the discussion held in preceding paragraph, it deems there exists no dispute for adjudication as referred by the Appropriate Government.

In the result the reference is answered against the Petitioners.

The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 384.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स लाइफ इन्सुरेंस कारपोरेशन ऑफ इंडिया लिमिटेड; कंसोर्टियम ऑफ टेनेंट्स, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री विनोद कुमार, रोहतक के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2 नई दिल्ली, पंचाट (रिफरेन्स न.-228/1999) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-23]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 384.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 228/1999) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Life Insurance Corporation of India Ltd.; Consortium of Tenants, New Delhi and Shri Vinod Kumar, Rohtak which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. Z-16025/04/2023-IR(M)-23]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 228/1999

Date of Passing Award- 24th February, 2023.

Between:

Shri Vinod Kumar,
S/o Shri Kali Ram,
Resident of House No. 51403/31,
Kamla Nagar, Rohtak (Haryana) 124001

Workman

Versus

1. M/s. Life Insurance Corporation of India, Ltd.
11th Floor, Tower-2, Jeevan Bharati Building,
Cannaught Circus, New Delhi-11000
Through its Zonal Manager, Northern Zones
2. The President, Consortium of Tenants
of Jeevan Bharti Building, 124, First Floor,
Cannaught Circus, New Delhi- 110001

Managements

Appearances:-

Claimant in person
Sh. Rajiv Katyain (A/R)

For the Workman
For the Mgt. no.1 i.e. LIC

Sh. B.K Chabbra, (A/R)

For the Mgt. no.2 i.e
Consortium of Tenants**AWARD**

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of Life Insurance Corporation of India, Ltd.(ii) The President, Consortium of Tenants and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-17012/35/99/IR(B-II) dated 18/11/1999 to this tribunal for adjudication to the following effect’;

“Whether the demand of Sh. Vinod Kumar engaged through consortium of tenants of Jeevan Bharti Building in the office of their estate manager on daily wages as peon for the period from 22.09.1995 to 29.12.1998 for his employment and regularization in service with Life Insurance Corporation of India, Northern Zonal Office, Jeevan Bharti, P.B. No. 630, Connaught Circus, New Delhi being principal employer is justified, valid and legal? If yes, then what benefits and relief he is entitled to?”

As narrated in the claim petition, the claimant Vinod Kumar was appointed as a peon in the office of the managements, on 22.09.1999, and paid the wage in the rate of basic wage notified by the Govt of Delhi. He continued to work till 29/12/1998, when on reporting for work, he was verbally informed about termination of his service. The said termination was illegal as the claimant had worked continuously for the managements and had completed 240 days of work in the preceding calendar year of termination. The employer while terminating his service, had not followed the provisions of The I D Act as no notice of termination, notice pay or termination compensation was paid. The persons junior to him are still working. The employer had not published the seniority list nor had followed the principle of last come first go. The employer had even withheld his two months pay at the time of termination. It has also been stated in the claim petition that the management No. 1 i.e LIC owns the Jeevan Deep Building situated at Connaught circus New Delhi. The building has been let out to different tenants who have formed a consortium of Tenants to manage the maintenance and security of the building. For the purpose several persons are appointed to execute different nature of work. The claimant was appointed as a peon in the year 1995, against a regular post after due approval of the president of the consortium of tenants and getting his salary from the management credited to his Bank account. In the year 1997, the management took a decision in the meeting of the Governing Body to place the service of the claimant under the security contractor engaged, the claimant did not agree to the same and insisted to continue working as a direct employee of the management as he had understood that the benefits he was getting as a direct employee would not be same if employed under the contractor. On his protest he was given salary directly by the management which continue to be credited to his Bank account. On 9.12.1998, when he reported for work, suddenly, he was informed verbally about termination of his service w.e.f. that date. The provisions of sec 25F, 25G & 25H were not followed at the time of termination. Finding no other way, he made representations to the management, which were not considered. At last, he approached the Labour commissioner with his grievance. Though a conciliation proceeding was held, it yield no result and the appropriate Govt. referred the matter for adjudication in terms of the Reference. Being noticed both the respondents appeared and filed written statement separately supporting their respective stand.

The Respondent No 1, L I C, has stated that the claim is frivolous in as much as the claim against LIC is concerned. The building is owned by L I C. But it has been let out to different tenants and only a portion of the same is under their occupation. The maintenance and guarding of the building was initially entrusted to a contractor and subsequently, the same was discontinued. Subsequent there to a consortium of tenants was formed, which is a society, duly registered under the Society Registration Act. The elected office bearers of the society look after the maintenance of the building. L I C is in occupation of two floors of the building only and it has no relationship with the claimant as the principal employer as claimed by him. L I C has no knowledge if at all the claimant was appointed in the consortium as a peon. Thereby the management No 1 has disowned the liability for the claim advanced by the claimant.

The management no 2 i.e. the consortium in the other hand has challenged the maintainability of the proceeding on the ground that the consortium is a registered society under the Society Registration Act of Govt. of NCT Delhi.

Hence the Central Govt. Industrial Tribunal lacks the jurisdiction of adjudicating the matter. Moreover, the conciliation proceeding has been held behind it's back and no notice of conciliation was ever served. In addition to this it has also been pleaded that the claimant was appointed as a peon on daily wage basis for a temporary period and was being paid wage as per the Govt notification for the period of employment. It is false that the management no 2 had tried to pay the wage to the claimant through the contractor. The post or job was never of permanent nature as claimed by the claimant. The claimant not being under the permanent employment of the management no 2 there was

no necessity of complying the provisions of ID Act. While denying all other facts as pleaded by the claimant, this management has stated that the management has cleared all the dues of the claimant when his engagement came to an end in December 1998. Hence the Management No 2 has prayed for dismissal of the claim.

The claimant filed replication to both the written statements and confirming the stand taken in the claim statement. The following issues were framed on the basis of the pleadings of the parties.

ISSUES;

1-If the proceeding is maintainable?

2-If there exists any Industrial Dispute between the workman and Respondent No 1 & 2? 3-If termination of the workman by R1 is legal and justified?

3-If R2 is liable to compensate the loss suffered by the work man?

4-If the workman is entitled to reinstatement?

5-To what relief the parties are entitled to?

Be it stated here that earlier this Tribunal had passed an award dt 09/01/2007, directing the R2 to reinstate the claimant in service forth with.

But the award was challenged by the R2 before the Hon'ble High Court of Delhi, and the Hon'ble court passed an order setting aside the said award, subject to payment of cost. At the same time, gave liberty to R2 to file WS. Accordingly WS was filed and issues were framed. Though noticed, M1, L I C appeared. When called upon to adduce evidence, both the claimant and the R1 made submission to adopt the evidence already adduced by them during the hearing held before passing of the earlier order. R2 wanted to cross examine the claimant examined as WW1 and the other witness examined as WW2. R2 examined its Asst Estate Manager as MW 1. His cross examination by claimant was marked Nil for the non response of the claimant.

On behalf of the R2 it was argued that the Tribunal lacks territorial jurisdiction to adjudicate the matter since R2 is a society registered under the Society Registration Act, Government of Delhi and as such this tribunal has no power to decide the dispute. He also objected about the non participation in the conciliation proceeding. On the other hand, the Id. A/R for the claimant argued that it is an old matter of 1999 and the claimant is running from pillar to post seeking justice. The award was passed notwithstanding the absence of R2. For the award being set aside the claimant is against trying to get relief.

FINDINGS:

Issue no.1

The maintainability of the proceedings has been challenged on the ground that R2 is a society registered in NCT Delhi and as such the dispute should have been raised before the Industrial Tribunal of Delhi and the reference has been made wrongly to this Tribunal. The R2 has further pleaded that the conciliation was never held in its presence and thus it cannot be held that an Industrial Dispute exist between the claimant and R2. In order to support his contention reliance has been placed in the case of **Vinod Sing Vadav vs. M/s. Securitans India Pvt. Ltd.** decided by the Hon'ble High Court of Delhi. In the oral statement, the witness examined on behalf of R2 also stated that no notice was received for the conciliation proceeding and the entire conciliation was held behind its back and as such the proceeding not maintainable on the concocted facts pleaded by the claimant. The witness examined as MW1 has further stated that management no. 1 and 2 are distinct entities. Whereas the management no.1 has been constituted under a Central Act and under the control of the Central Government, the mgt. no. 2 is a Pvt. association registered under the Society Registration Act of the State Government.

The stand taken by the witness of R2 in the oral statement with regard to the jurisdiction is not acceptable since the claimant has alleged the cause of action against both R1 & R2 and, the appropriate Government reference rightly made with reference to the Central Government Industrial Tribunal.

Respondent no.2 has alleged that no notice was ever issued by the Labour Commissioner for participation in the conciliation proceeding. In reply the claimant as ww1 has stated that during the conciliation proceeding several notices were issued to R2. But R2 intentionally avoided to attend and for the said reason the conciliation failed. No evidence has been placed by R2 to believe that notice of conciliation was not issued to him. The respondent no. 2 could have called for the records from the office of the Labour Commissioner to justify his stand. The same having not been done this Tribunal is not inclined to accept that notice of the conciliation proceeding was not served on the Respondent no. 2. On further perusal of the record it is found that in the reference received from the appropriate government there was no reference about R2. But for the petition filed by the claimant on 08/03.2001 to add R2 as a party, the Tribunal allowed the same and R2 was added. But R2 being noticed though

appeared did not file the w/s leading to passing of ex-parte award against him. Thus, from the totality of the circumstances it appears that R2 is a necessary party and even if, had not participated in the conciliation, the said position shall not impact the claim of the claimant. The Issue is accordingly answered against R2.

Issue No. 2, 3 & 4

These three issues been interdependent have been taken up for consideration together. The admitted facts are that the claimant was appointed as a peon on 22.09.1995 in the Office of R2 on the basic minimum wage prescribed by the Government of Delhi Administration. It is also not disputed that he had worked till 29.12.1998. The claimant had asserted that he was working under LIC the principal employees in whose building the consortium of tenants was functioning. The said consortium was paying salary to him which was being credited to his Bank Account. But his service was illegally terminated on 29.12.1998. The fact of employment and discontinuation of service with reference to the dates have been admitted by R2 in the Ws as well as in the oral statement adduced through MW1 who is none other than the assistant estate officer of R2. The claimant has filed document which are the office notes to prove that pursuant to a resolution of the General Body of R2 and with due approval of the Governing Body he was appointed as a peon. The R1 LIC of India had denied any kind of relationship with the claimant. The specific stand of R1 is that the Building though belongs to LIC, the same has been rented out to different tenants. There are 18 number of tenants occupying the building have formed a consortium which is a Society Registered under the Society Registration Act. The consortium responsible for the maintenance and security of the building. They appointed different categories of persons on whom the R1 has no control. The witness examined on behalf of R2 reiterated the stand taken in the w/s and his stand was not disputed by the claimant. Thus, it is held that no Industrial Dispute exists between the claimant and R1.

Since R2 has admitted the relationship of the claimant as it's employee, is now to be examined whether the termination of the service by R2 is legal and justified and if the claimant is entitled to be compensated by R2. The claimant has alleged that he was initially appointed by R2 and R2 was paying his salary. In the year 1997, R2 decided to engage a contractor for the security and maintenance activities and also took a decision to place the service of the claimant under the contractor which was not acceptable to the claimant for non-availability of the similar facilities as he was availing as an employee of R2. By placing the resolution of the General Body and his present on record the claimant has stated that this decision of R2 was prejudicial to him and thus not acceptable. The claimant has further stated the protest was made his service brought to an end on 29.12.1998 when he reported for duty as a matter of routine, the officials orally informed about termination of his service. No letter of termination, notice of termination notice pay or termination compensation was paid to him. Not only that the juniors to the claimant were allowed to work where as he was denied. The provision of section 25 F 25 G and 25 H were not followed at the time of termination of his services. In the written statement and in the evidence, the R2 has denied the facts of termination and has explained that the claimant for his dissatisfaction to work under the contractor had voluntarily left the employment and this is not a case of termination. But surprisingly, not document has been placed on record by R2 to make this Tribunal believe that any notice was ever served on the claimant recalling him to join duty. The minutes of the Governing Body of the consortium proved as ww1/62, clearly proves that on 29.10.1998 the Governing Body took a decision that Vinod Kumar, the claimant, performing the duty of the peon, should form part of the security contract and accordingly his salary be paid by the security contractor. This leads to a conclusion that the service of the claimant who was working with the consortium since 1995 was terminated with effect from 29.12.1998. There being no evidence to the contrary, the evidence of the claimant that the provisions section 25 F and 25 G were contravened is accepted.

The law is well settled that when the workman successfully establishes his relation as an employee of the management is to be seen if the termination was made legally or illegally. Reference can be made to section 25 F of the Act of 1947, which precisely speaks that no work man employed in any Industry who has been in continuous service for not less than one year shall be retrenched unless and until the said workman has been given one month notice in writing, or notice pay or retrenchment compensation. In this case, the R2 has not stated anything with regard to the allegation of the claimant about the non-compliance of the provision of section 25 F of the ID Act. The only plea taken by 2 is that the workman had voluntarily left the service. In absence of any notice of recall issued by R2 the only conclusion is that the claimant had not left the service voluntarily but his service was terminated and for non-compliance of the provision of section 25 F

of the ID Act, the termination is illegal and not sustainable in the eye of law. Thus, the moot question which remains to be replied is what will be the relief that can be granted to the workman once his termination is held illegal.

Way back in the year 1980 the Hon'ble Apex Court of India in the case of Surendra Kumar Verma and Others vs. CGIT Delhi had observed that;

“Plain commonsense dictates that the removal order terminating the service of the workman must ordinarily lead to the reinstatement in the service. It is as if the order was never been made and so it must ordinarily lead to back wages. But there may be exceptional circumstance which makes it impossible for the employer to direct reinstatement with full back wages.

In such cases the Hon'ble Apex Court held that the appropriate order would be for payment of compensation in lieu of reinstatement. But in the case of G.M ONGC Silchar vs. ONGC Contractual Worker Union reported in 2008 LLR 801 the Hon'ble Apex Court after giving due consideration to several observations in different pronouncement which suggest that a workman who was put in 240 days of work or a contractual worker is not entitled automatically to be regularized, came to hold that in appropriate cases regularization can be ordered.

Here is a case, where the workman has prayed for a relief of reinstatement. His claim that he had worked for 240 days in the calendar year preceding to his termination has not been disputed by the respondent no. 2. But it is a fact noticeable that he had worked from 1995 to 1998 and has not been in the service of the respondent no. 2 for about 24 years. It is not known whether the claimant has in the meantime attained the age of superannuation. In such a situation, it is not felt proper to order reinstatement in to service. The proper recourse is to compensate him for the loss suffered by him and the said compensation shall be payable by the respondent no. 2, who had illegally terminated his services without complying the provision of the ID Act.

In the case of Deepali Gundu Surwase vs. Kranit Junior Adhyapak Mahavidyalaya (2013) 10 SCC. 324 the Hon'ble Supreme Court have held;

“in case of wrongful termination of service reinstatement with continuity of service and back wages is the normal rule. While deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the employee-workman, the nature of misconduct if any, the financial condition of the employer and similar factors. Ordinarily an employee whose service is terminated and who is desirous of getting back wages is required to either plead or at least make statement before the adjudicating authority that he is not gainful employed. If the employers wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that employees-workman was gainfully employed and was getting wage equal to the wage he was drawing prior to the termination of service”

But here is a case, neither the employer nor the employee has pleaded about the gainful employment. It is also noticeable that the claimant had worked for four years only under R2. Considering all the circumstances it is felt that the R2 shall pay 15 days average pay for each completed year of continuous service to the claimant for non service of the notice and shall also pay Rs. 5 lakh towards compensation for the loss suffered by the claimant during the last 24 years which is inclusive of the litigation expenses incurred by him. These three issues are accordingly answered in favour of the claimant.

Issue no. 5 and 6

In view of the finding arrived in respect of issue no 2, 3 and 4, it is held that the claimant is not entitled to the relief of reinstatement, but entitled to the monetary compensation as stated in the preceding paragraph to be by R2. These two issues are accordingly decided.

Hence Ordered

Reference be and the same is answered in favour of the claimant. It is held that the service of the claimant was illegally terminated by R2 with effect from 29.12.1998, in contravention of the provisions of section 25 F of the ID Act. R2 is hereby directed to pay equivalent of 15 days average pay for every completed year of continuation service as per the last salary drawn by the claimant along with a lump sum amount of Rs. 5 lakh as compensation for the loss suffered by the claimant during the last 24 years for such illegal termination and amount shall include the litigation expenses incurred by the claimant R2 is further directed to pay this amount to the claimant within 30 days from the date publication of the award without interest, failing which shall carry interest at the rate of 6 percent per annum from the date of receipt of the reference from the appropriate Government and till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 385.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अम्बुजा सीमेंट कंपनी लिमिटेड; मेसर्स शर्मा इंटरप्राइजेज, सोलन के प्रबंधन के संबद्ध नियोजकों और श्री मस्त राम पुत्र श्री खज़ाना राम, मंडी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स न.-98/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/03/2023-IR(M)-4]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 385.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 98/2014) of the Central Government Industrial Tribunal cum Labour Court-1, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Ambuja Cement Company Limited; M/s Sharma Enterprises, Solan and Shri Mast Ram S/o Shri Khazana Ram, Mandi which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. Z-16025/03/2023-IR(M)-4]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No. 98/2014

Registered on:-01.09.2014

Sh. Mast Ram S/o Sh. Khazana Ram R/o Vill. Chatter, P.O. Dhalwal,

Tehsil Sundernagar, Distt. Mandi.

....Workman

Versus

1. M/s Ambuja Cement Company Ltd. through its General Manager, HR, Darlaghat, Tehsil Arki, Distt. Solan, H.P.

2. M/s Sharma Enterprises, Ambuja Cement Ltd., Darlaghat, Tehsil Arki, Distt. Solan, H.P.

.....Respondents/Managements

ORDER

Passed On:-14.02.2023

1. The workman Sh. Mast Ram has filed the present claim petition under Section 33 and 33-A of the Industrial Disputes Act 1947.

2. The brief facts for deciding this petition is that workman was working with the respondents w.e.f. 5.7.2009 as Electrician on the wages @ Rs.9150/- per month. The workman is aggrieved of the impugned order dated 29.7.2014 whereby the workman has been transferred from Darlaghat, Tehsil Arki, Distt. Solan, Himachal Pradesh to Dadri, Uttar Pradesh(Annexure P-1). The workman is a President of workers employed with the respondents under the banner of 'Ambuja Cement Workers Union' registered vide no.1090 dated 10.8.2007(Annexure P-2). The workers-union submitted its charter of demands to the respondent-management on dated 28.6.2013(Annexure P-3), which was forwarded to the Assistant Labour Commissioner(C), Sector 9-A, Chandigarh (Annexure P-4), which is still pending with the conciliation officer/Labour Department. Some of the proceedings before the labour department are annexed herewith(Annexure P-5). The workman was given suspension order dated 12.08.2013(Annexure P-7). The workman is entitled to be a part of the workers union

and as elected by the co-workman as President to lead the union and that respondent-management has no legal authority to resort to unfair labour practices.

3. Respondent no.1 has filed written statement, alleging therein that there is no relationship of workman and employer between the claimant and the answering respondent. No cause of action arises in favour of the claimant to file the present petition as there is not a condition of service as alleged by the workman. The provisions of Section 33 and 33-A can only be invoked in the case of proceedings pending. It was necessary for him to show that he is a protected workman and he should have preferred the complaint before the authority before whom the proceedings were pending. The workman was neither a workman of the answering respondent nor a protected workman as per Section 33(4) of the Industrial Disputes Act.

4. Respondent no.2 has filed its written statement, admitting the fact that the workman joined the answering respondent as an Electrician and he was drawing a wages of Rs.6270/- at the time of his joining and then Rs.9150/- per month. The transfer order has been passed by the answering respondent due to exigency of work. The workman was never gave any application/intimation as required under that law for being recognized as a protected workman. It is vehemently denied that the transfer order has been passed to deny the workman of any of his legal rights. It is therefore, respectfully prayed that in view of the submissions made above, the petition may kindly be dismissed.

5. During the pendency of the proceedings before this Tribunal on 11.11.2022, notice was issued to the workman which was duly served upon the workman. Despite notice, the workman did not turn up which shows that the workman is not interested in adjudication of the case on merit. He has also not led any evidence so as to prove his cause against the respondent/management, as such, this Tribunal is left with no choice, except to pass a "No Claim Award". It is also clarified that passing of the no claim award would not bar the workman from approaching the Appropriate Government/this Tribunal for adjudication of this case on merits or filing any fresh claim. Hence, no claim award is passed in the present petition. File after completion be consigned in the record room.

6. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 386.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स शशि कैटरिंग सर्विसेज, वडोदरा के प्रबंधन के संबद्ध नियोजकों और अन्नपूर्णा दुकान कामदार संघ, वडोदरा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-76/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-30011/3/2019-IR(M)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 386.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 76/2019) of the Central Government Industrial Tribunal cum Labour Court, Ahmedabad as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Indian Oil Corporation Ltd; M/s Shashi Catering Services, Vadodara and Annapurna Dukan Kamdar Sangh, Vadodara which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-30011/3/2019-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present...Sunil Kumar Singh-I, Presiding Officer, CGIT cum Labour Court, Ahmedabad,

Dated : 08.02.2023

Reference: (CGITA) No- 76/2019

1. The Executive Director,
M/s Indian Oil Corporation Ltd.,
Gujarat Refinery, Post-Jawaharnagar,
Vadodara (Gujarat).

2. The Proprietor,
M/s. Shashi Catering Services,
Alaknanda Complex, Munjmahuda,
Vadodara (Gujarat).

.....First Party

V

The President,
Annapurna Dukan Kamdar Sangh,
Shastri Pole, Koti Char Rasta,
Vadodara (Gujarat) – 390001.

.....Second Party

Adv. for the First Party employer : Shri K. V. Ghadia & Shri M. K. Patel

Adv. for the Second Party workman : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/3/2019-IR(M) dated 25.02.2019 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Annapurna Dukan Kamdar Sangh for payment to the workmen of bonus @20% of the yearly earning for the financial year 2017-18 and payment of ex-gratia/safety performance award @10% of the yearly earning for the financial year 2017-18 by M/s Shashi Catering Services, Vadodara under Indian Oil Corporation Ltd., Vadodara is proper, legal & justified? If yes, what relief the union is entitled to?”

1. Today, the matter was called out. First Party employer represented through Ld. Counsels Shri K. V. Gadhia and Shri M. K. Patel. None responded for Second Party / Workman. The reference dates back to 25.02.2019. The notice Ex. 2 was served upon the parties vide acknowledgements Ex. 3, 4 and 5, wherein the second party was asked to submit the statement of claim on 07.11.2019. A period of over three years has elapsed, yet no statement of claim has been filed as directed by the Ministry. It appears that the Second Party workmen are not interested to proceed further in the matter.
2. The referred dispute is accordingly disposed of in absence of statement of claim and evidence, with the observation that “the demand of Annapurna Dukan Kamdar Sangh for payment to the workmen of bonus @20% of the yearly earning for the financial year 2017-18 and payment of ex-gratia/safety performance award @10% of the yearly earning for the financial year 2017-18 by M/s Shashi Catering Services, Vadodara under Indian Oil Corporation Ltd., Vadodara is not proper, legal & justified. The union is not entitled for any relief.”

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कॉर्पोरेशन के प्रबंधन के संबंध में नियोजकों और सेंट्रल वेयरहाउसिंग कॉर्पोरेशन एम्प्लाइज यूनियन (गुजरात), अहमदाबाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, के पंचाट (रिफरेंस नं.-56/2015) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-42011/4/2015-IR(M)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 387.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 56/2015) of the Central Government Industrial Tribunal cum Labour Court, Ahmedabad as shown in the Annexure, in the Industrial dispute between the employers in relation to Central Warehousing Corporation, and Central Warehousing Corporation Employees Union(Gujarat), Ahmedabad which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-42011/4/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present....

Sunil Kumar Singh-I,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,

Dated 28th February, 2023.

Reference: (CGITA) No- 56/2015

1. The Managing Director & Director (Personnel),
Central Warehousing Corporation,
Corporate Office,
4/1, Siri Institutional Area,
August Kranti Marg, Haus Khan,
New Delhi-110016.

2. The Regional Manager,
Central Warehousing Corporation,
Regional Office, Near Mahalaxmi Char Rasta,
Opp. Unnati Vidhyalaya, Paldi,
Ahmedabad-380007.

.....First Party/Employer

V

The General Secretary,
Central warehousing corporation Employees Union (Gujarat),
Mahalaxmi Cross Road,
Opp. Unnati Vidhyalaya, Paldi,
Ahmedabad-380007.

.....Second Party/Workmen

Advocate For the First Party : Shri P. F. Zaveri

Advocate For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42011/4/2015-IR(M) dated 19.06.2015 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand against the Central Warehousing Corporation, Ahmedabad of the Central Warehousing Corporation Employees Union to forming transfer policy for class III/IV employees in the Ahmedabad Region of Regional Manager, Central Warehousing Corporation, Ahmedabad in consent with recognized federation/union is justified? If yes, then what relief the union, their class III/IV workmen of CWC, Ahmedabad will be entitled to?”

1. Today matter is called out. Shri P. F. Zaveri Ld. Counsel is present for the First Party/employer. None responds for the Second Party workmen/union. The reference dates back to 19.06.2015. Second Party workmen/union has not been turning up since 28.08.2018. An opportunity was given to second party workmen/union to lead his evidence on 06.09.2022 and last opportunity was afforded to workmen/union on 09.01.2023. It appears that the Second Party workmen/union is not interested to proceed further in the matter.
2. The Statement of claim filed by the workmen/union is not substantiated by any evidence, hence the reference is disposed of with the observation that the demand against the Central Warehousing Corporation,

Ahmedabad of the Central Warehousing Corporation Employees Union to forming transfer policy for class III/IV employees in the Ahmedabad Region of Regional Manager, Central Warehousing Corporation, Ahmedabad in consent with recognized federation/union is not justified. The union/ class III/IV workmen of CWC, Ahmedabad are not entitled for any relief.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 388.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और सेंट्रल वेयरहाउसिंग कॉर्पोरेशन एम्प्लाइज यूनियन (गुजरात), अहमदाबाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेंस न.- 61/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. एल-42011/5/2015-IR(M)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 388.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 61/2015) of the Central Government Industrial Tribunal cum Labour Court, Ahmedabad as shown in the Annexure, in the Industrial dispute between the employers in relation to Central Warehousing Corporation and Central Warehousing Employees Union (Gujarat), Ahmedabad which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. L-42011/5/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 28th February, 2023.

Reference: (CGITA) No. 61/2015

1. The Director Personnel,
CWC, Corporate Office,
4/1, Siri Institutional Area,
August Kranti Marg, Haus Khan,
New Delhi-110016.
2. The Regional Manager,
CWC,
Regional Office, Near Mahalaxmi Char Rasta,
Opp. Unnati Vidhyalaya, Paldi,
Ahmedabad-380007.

.....First Party/Employer

Versus

The General Secretary,
C. W. C. Employees Union (Gujarat),
Mahalaxmi Cross Road,

Opp. Unnati Vidhyalaya, Paldi,

Ahmedabad-380007.

.....Second Party/Workmen

Advocate For the First Party : Shri P. F. Zaveri

Advocate For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42011/5/2015-IR(M) dated 15.07.2015 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of management of Central Warehousing Corporation, Regional Office, Ahmedabad by not resolving the issues of employees of CWC related to service conditions such as non-payment of OT bills, medical bills, childcare leave, special leave, handicap allowance etc. is legal and justified? If not, what relief the employees are entitled to!”

1. Today matter is called out. Shri P. F. Zaveri Ld. Counsel is present for the First Party/employer. None responds for the Second Party workmen/union. The reference dates back to 15.07.2015. In response to the notice (Ex.2) issued by the tribunal, the second party workmen/union submitted the statement of claim dated-08.08.2017 vide Ex.4 and the First Party submitted the written statement Ex.6 on 08.05.2019. Second Party workmen/union has not been turning up since 08.08.2017. Workmen has also failed to lead evidence when directed by this Tribunal as such since 24.07.2019 onwards on various occasions. Thus, in the aforesaid circumstances, it appears that the Second Party workmen/union is not interested to proceed further in the matter.
2. The Statement of claim filed by the workmen/union has not been substantiated by any evidence, hence the reference is accordingly disposed of with the observation that the action of management of Central Warehousing Corporation, Regional Office, Ahmedabad by not resolving the issues of employees of CWC related to service conditions such as non-payment of OT bills, medical bills, childcare leave, special leave, handicap allowance etc. is legal and justified. The Second Party union is not entitled for any relief.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का. आ. 389.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; शक्ति आनंद सिक्कोरिटी एजेंसी; ४९२६, संदीप मित्तल सिक्कोरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री अखिलेश कुमार थ्रू इंडियन नेशनल मिग्रेंट वर्कर्स' यूनियन, नई दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2 नई दिल्ली, पंचाट (रिफरेन्स न.-160/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-22]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th April, 2023

S.O. 389.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 160/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Airport Authority of India; Shakti Anand Security Agency; 4926, Sandeep Mittal Security Agency, New Delhi and Shri Akhilesh Kumar through Indian National Migrant Workers' Union, New Delhi which was received along with soft copy of the award by the Central Government on 05.04.2023.

[No. Z-16025/04/2023-IR(M)-22]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD**

Present : Smt. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-I, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 160/2021**Date of Passing Award- 01st March,2023****Between:**

Shri. Akhilesh Kumar, S/o Jugal Kumar Sharma,
R/o House No. 41, Village-Sabalpur, Rajgir,
Nalanda, Bihar,
Through- Indian National Migrant Worker's Union,
1770/8, 3rd Floor Govind Puri Exten. Main Road,
Kalkaji, New Delhi-110019.

Workman

Versus

1. Airport Authority of India,
Rajiv Gandhi Bhawan, Safdarjung Airport,
New Delhi-110003.
2. Shakti Anand Security Agency,
S-II, 2nd Floor, Chamber-04, Plot No. 07,
LSC Sector-12, Dwarka, New Delhi-110075
3. 4926,Sandeep Mittal Security Agency,
01,281/1,Main Palam Vihar Road, Brijwasan,
New Delhi-110061.

Managements.

Appearances:-

Sh. Rakesh Kumar. Ld. A/R for the claimant
None for the management

AWARD

This is an application filed u/s 2- A of the ID Act by the workman against the managements praying a direction to the managements to reinstate the workman into service with full back wages and all other consequential benefits.

As per the claim statement the claimant was recruited by the management Airport Authority of India on 11.08.2017 as a Security Guard and was posted in Safdarjung Airport, New Delhi. Though the management No. 1 Airport Authority of India the principal employer, with an intent of depriving the claimant of his lawful rights his service was placed under the contractors that is management no. 2 and thereafter, under the management no. 3. He was working under the supervision and control of management no.1 and had worked continuously from 11.08.2017 to 01.10.2019 with an unblemished record of service. His last drawn monthly salary was Rs.24,152/-. Suddenly on 03.09.2019 the management no. 1 terminated his service without any prior notice and at the time of termination the provisions of the ID Act were not complied. On 01.10.2019 when he reached the premises of management no. 1 to perform duty, his entry was not allowed. All the oral and written request made by the claimant for reinstatement and grant of lawfully entitlements including unpaid wage were not considered. The contract between management no. 1 and the contractors who are M2 and M3 of this proceeding as sham and intended to defeat the rights of the claimant. Neither the management no. 1 is registered nor the contractors are having license under the CLRA. Hence, the claimant approached the conciliation officer with the claim petition. The conciliation failed and the claimant filed the present claim petition in which he has prayed for reinstatement into service with back wages and other consequential benefits.

Notice of the claim was served on all the Respondents. None of the Respondents appeared and no written statement was filed. Hence, by order dated 14.12.2021 all the respondents were proceeded ex-parte.

The claimant being called upon testify as ww1 and produced the documents which were marked in the series as ww1/1 to 1/5. The documents include the identity card issued to him by mgt. no. 2 Shakti Anand Security Agency, the photocopy of the cheque issued by mgt. no. 2 the copy of the demand letter and failure report. He has fully supported the stand taken in the claim petition. The said evidence of the claimant stands uncontroverted since none of the managements contested the same. In the affidavit the claim has further stated that he was appointed by

management no. 2 Shakti Anand Securiy Agency who is a manpower supply contractor. When he was working with him his service was terminated. Though no letter of termination has been filed by the claimant, the undisputed evidence adduced by him leads to a conclusion that he was working with management no. 2 the contractor and the said contractor terminated his service illegally and without following the proviso of Section 25 F of the ID Act as no notice of termination, notice pay or termination compensation was paid to him. For the illegal termination which amounts to unfair labour practice the claimant is entitled to the relief sought for. Hence order.

ORDER

The claim petition be and same is allowed ex-parte against all the three respondents. It is held that the claimant was working as an employee of m2 and his service was illegally terminated with effect from 30.09.2019 without following the procedure laid under section 25F of the ID Act. The mgt 2 is directed to reinstatement the claimant into service with immediate effect and grant him 50 per cent of the back wages at the rate of last drawn salary from the date of illegal termination until the final payment is made. The management no. 2 is further directed to extend all the statutory benefits to the claimant he is entitled to. The mgt .2 is further directed to implement the direction within two months from the date of publication of the award failing which the accrued amount shall carry interest at the rate of 9 per cent per annum from the date of approval and till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 390.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सह . श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 19/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/04/2023 को प्राप्त हुआ था।

[सं. एल. 22013/01/2023.आई. आर. (सी. एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2022) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023.

[No. L-22013/01/2023 – IR (CM-II)]

MANIKANDAN N., Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 19 of 2022

No. K-10/4-11/2021-IR dated 21.02.2022

BETWEEN

Shri Uma Shanker S/o Shri Basant Lal,
Village Manawa, Thana Ashidhar, Tehsil Bindki Distt. Fatehpur (U.P.)

AND

1. The Executive Director (North), Food Corporation of India, 2A, A, 2B, Tulsi Marg,
Sector- 24, Noida- 201301.
2. The Divisional Manager, Food Corporation of India, Jaraili Kothi, Police Line, Banda- 210001.

Award

This award arises in respect of the reference mentioned in the schedule stated below as received from the Dy. Chief Labour Commissioner (Central) in letter no. K-10/4-11/2021- IR dated 21.02.2022.

Schedule

“Whether Shri Uma Shanker S/o Shri Basant Lal was engaged by the contractor representative Shri Suresh Mishra w.e.f. 04.08.2008 as Contract labour in the establishment of Food Corporation of India, Banda? If so, whether his alleged termination w.e.f. 23.04.2010 by the management of Food Corporation of India/ Contractor, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?”

On receipt of notification, notices were issued to both the parties on 23rd February 2022 fixing 26.04.2022 for filing of statement of claim. But none appeared on behalf of claimant workman on the date fixed.

On perusal of the record it is found that though several dates were fixed for filing the statement of claim none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant for submitting statement of claim; the claimant workman failed to present the case before this Tribunal. On 16.02.2023 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 01.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 391.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 13/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/04/2023 को प्राप्त हुआ था।

[सं. एल. 22011/39/2017.आई. आर. (सी.एम-II)]

मणिकंदन एन., उप निदेशक

New Delhi, the 6th April, 2023

S.O. 391.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22011/39/2017 – IR (CM-II)]

MANIKANDAN N, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 13 of 2018

L-22011/39/2017-IR(CM-II) dated 30.01.2018

BETWEEN

Sri Ranjan Kumar S/o Sri Ramprit Paswan

R/o-Vill,Thana & PO- Masaudhi Diha, Distt- Patna, Bihar.

Bihar

AND

1. The Area Manager,
Food Corporation of India,
District Officer, Golcha Compound, Haldwani
2. The General Manager (Region)
Food Corporation of India, Regional Office,
At-2nd floor, APS Oberai Tower, Byepas Rd,
Near Kargi Chowk, Dehradun-

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-22011/39/2017- IR(CM-II) dated 30.01.2018

SCHEDULE

1. ***“Whether the management of FCI is justified in terminating the service of Sri Ranjan Kumar, Handling Labour w.e.f. 18.09.2012 without following the provisions of law? If not what specific relief and benefit should be given by the FCI management or to reinstate the workman with specific benefits?”***

On receipt of notification, notices were issued to both the parties on 20th February 2018 fixing 13.04.2018 for filing of statement of claim. Authorized Representative of the claimant workman filed statement of claim on 26.09.2018. On 04.07.2019 O.P management filed the written statement and case was fixed for filing of rejoinder by the claimant workman. Afterwards several dates were fixed for filing of rejoinder by claimant workman but when he failed case was fixed for filing of evidence of parties and finally for arguments.

On perusal of the record it is found that though several dates were fixed for filing rejoinder, evidence and finally arguments none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder, evidence and argument; the claimant workman failed to present the case before the Tribunal. Later the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 22.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 392.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भागीरथ ग्रामीण बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (106/1995) प्रकाशित करती है।

[सं. एल -12012/137/94.आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 392.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 106/1995) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Bhagirath Gramin Bank and their workmen.

[No. L-12012/137/94- IR(B.I)]

SALONI, Dy. Director

ANNEXURE**Before Shri Soma Shekhar Jena, Presiding Officer****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR****PRESENT****SOMA SHEKHAR JENA****HJS (Retd.)****I.D. No. 106 of 1995****L-12012/137/94-IR(B-I) dated 28.08.1995****BETWEEN**

Smt. Sikandar Jahan Siddiqui,
 Mohalla Patao, Near Kala Tajia,
 Khairabad, Distt. Sitapur.

AND

Chairman,
 Bhagirath Gramin Bank,
 Head Office, Civil Lines
 Sitapur

Award

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India in letter no. L-12012/137/94-IR(B-I) dated 28.08.1995

Schedule

“Whether the action of the management of Bhagirath Gramin Bank, Sitapur to dismiss the services of Smt. Sikandar Jahan Siddiqui, Clerk-cum-Cashier is legal and justified? If not, what relief she is entitled to?”

The claimant worklady Sikandar Jahan Siddique has submitted her statement of claim with averments which is concisely stated as below:-

The applicant Smt. Sikandar Jahan Siddiqui was employed as Clerk-cum-Cashier in Bhagirath Gramin Bank (here-in-after referred to as ‘the Bank’ at its Main Branch at Sitapur)

She has claimed her status as workman (worklady) under section 2(s) of Industrial Disputes Act, 1947(here-in-after stated in short as ID Act). Previously one departmental charge sheet bearing no. HO/LC/67/89 dated 04.02.1989 was issued by the chairman (disciplinary authority of the Bank). In that departmental proceeding her one grade increment was stopped with cumulative effect. The claimant with help of the her union has raised industrial dispute numbered as 136 of 1992 before this Tribunal later out of vindictiveness charge sheet no HO/VIG/391 dated 27.07.1992 was issued by disciplinary authority of the Bank and enquiry was conducted against the applicant. Shri Pradeep Chatterji an officer of the bank was appointed as the enquiry officer. The enquiry officer commenced the enquiry on 30.10.1992 and concluded the enquiry on 03.04.1993. It is alleged by the applicant that the said enquiry was conducted in flagrant violation of rules of natural justice showing indulgence towards the management. The enquiry proceeding was conducted mostly ex-party without providing adequate opportunity to defend her. Without furnishing copy of enquiry report submitted enquiry officer the disciplinary authority inflicted the punishment of dismissal of the applicant from her service by letter HO/VIG/SJS/133 dated 31.05.1993 with immediate effect. It is averred by the applicant that due to prolonged illness she could not participate in departmental enquiry. In the statement of claim the applicant has prayed for setting aside the order of dismissal and to reinstate her with full backwages with interest of 18% with consequential benefits.

The averments of the O.P management may be concisely stated as follows:-

The charge sheet dated 27.07.1992 was filed against the appellant lady with following allegation:-

“ While working on the post of Clerk-cum-cashier on 19.12.1983 Smt. Sikandara Jahan Siddiqui issued deposit notice of Rs 12,000 with her signature without obtaining vouchers and neither without deposit of cash nor transferring cash in account. Claimant worklady was found negligent in proper discharge of her duties due to which the Bank suffered a loss of Rs 12000/-.”

Smt. S.J. Siddiqui was required to submit her written explanation within a reasonable time from the receipt of the Charge sheet dated 27.07.1992

Smt. S.J. Siddiqui submitted her reply dated 28.08.1992 to the charge sheet dated 27.07.1992 and she has specifically denied all the charges levelled against her.

The Enquiry Officer, Shri Pradeep Chatterji conducted the Domestic Enquiry on various dates from 30.10.1992 to 12.04.1993 strictly in accordance with the settled rules of natural justice

Smt. S.J. Siddiqui was required to submit her defence brief by 24.02.1993 but she did not do so, on not receiving the same, the Enquiry officer submitted his finding/Enquiry Report on 25.02.1993.

The applicant Smt. S.J. Siddiqui did not cooperate with the Enquiry officer and on various occasions did not attend the proceedings on medical grounds or on other pretexts. Ample opportunity was allowed to her to put up her defence and cross-examine the witness but she opted to approach twice the Honourable High Court (both were disposed of at admission stage.)

It is pleaded on behalf of O.P that the Central Government Industrial Tribunal-cum-Labour Court, Kanpur has no jurisdiction to sit in appeal over the decision taken by the Management in the present case of Shrimati S.J.Siddiqui.

Smt. S.J. Siddiqui is not even bonafide member of any Union nor the individual dispute if any relating to Smt. S.J.Siddiqui was ever converted into an “industrial dispute” by means of any written resolution passed by the Union nor any written demand was ever made by the Union on the employers.

Since it is found that the applicant had deliberately did negligence in the matter of issuance of bank draft of Rs twelve thousand without proper verification of vouchers and the papers which ultimately resulted in loss of the said amount she was dismissed. It was further averred on behalf of O.P bank that the applicant was not genuine member of the union and the industrial dispute has been raised without proper procedure.

In the rejoinder the applicant has reiterated her stand that the order of dismissal against her was passed out of vindictiveness without proper appreciation of factual aspects of allegations brought against her. After prolonged delay of around 9 years the charge sheet was issued against her in respect of alleged negligence that took in 1983.

The following points are to be answered for proper disposal of this proceeding :

1. Whether on the basis of the available documents and evidence brought on record it can be concluded that allegation of negligence of duty of delinquent Sikandar Jahan Siddiqui causing loss of the Bhagirathi Gramin Bank is established.
2. Whether the order of dismissal passed by O.P management is shockingly disproportionate?

Point no. 1

Originally the charge sheet dated 27.07.1992 was issued by the management of the Bhagirathi Gramin Bank against delinquent ex-employee Sikandar Jahan Siddique. In that charge sheet it was alleged that Sikandar Jahan Siddique while serving as Clerk cum Cashier on 19.12.1983 without voucher and without debiting the amount of Rupees Twelve Thousand from the concerned account endorsed the papers to the Head office of the Bhagirathi Gramin Bank for issuance of draft of Rupees Twelve Thousand. Though it is well found as suggested by the delinquent ex-employee that there was three tier verification system before issuance of draft at branch level of the branch of the Bhagirathi Gramin , thereafter at the Head office of the Bhagirathi Gramin Bank and thereafter at the level of the sponsor bank the allegation against the delinquent ex-employee that she without debiting the amount Rupees Twelve thousand from the concerned account of the account holder has not been disproved in other words the allegation against delinquent ex-employee that she carelessly without issuing credit advice without credit voucher on debit entry sides questions about her integrity. It cannot be brushed aside that the Bank suffered financial loss without debit entry which should have been meticulously done by the claimant worklady There was delay of about eight years in issuance of charge sheet against the worklady in respect of the omission done by her.

Delay under all circumstances cannot be accepted as a strong mitigating circumstance have been done by worklady The contention that the worklady did not commit fraud or misappropriation of funds does not appear to be sound logic for mitigating her irresponsible issuance of endorsement of credit voucher on non entry of the amount on debit side of the account of the customer when it is seen that Bank suffered financial loss due to non entry of the amount on debit side of the account of the customer No provision in the service rules of the ex Bhagirathi Gramin Bank staff has been bought to the notice of this Tribunal showing that dereliction of duty can be condoned with delay in issuance of charge sheet or in completion of enquiry against the delinquent employee.

Without debiting the amount Rupees Twelve thousand from the account of account holder she had endorsed for forwarding the papers to the head office of the Bhagirath Gramin Bank for issuance of draft of Rupees Twelve thousand for which the bank Bhagirath Gramin Bank sustained financial loss has not been disproved by any stretch of consideration. The act of the claimant worklady in not making entry on debit side the amount for which the demand draft was issued clearly proves dereliction in duty.

The answer to point no.1 goes against the claimant worklady

Point No. 2

The point No.2 Whether the order of dismissal passed by O.P management is shockingly disproportionate?

It has been vehemently contended by claimant worklady that she had not indulged in misappropriation of funds nor cheating the O.P management nor O.P Bank did suffer any loss due to any act of dereliction of duty of the claimant worklady.

The submissions on behalf of the claimant worklady are partly true and partly incorrect. With issuance demand draft of Rupees Twelve thousand without debiting the amount on debit side of the account of the customer the said amount went out of control of the Bank and with such dereliction in maintenance of account register huge problems might have cropped up for O.P management. The amount Rupees Twelve thousand in 1983 was not a negligible amount. On behalf of the worklady the following case laws have been relied:-

1. Citation: 1979 AIR 1652, 1979 SCR(3)1165 Petitioner: SHANKAR CHAKRAVARTI VS RESPONDENT: BRITANNIA BISCUIT CO. LTD & ANR.
2. Appeal (civil) 2738 of 2001 PETITIONER: KARNATAKA STATE ROAD TRANSPORT CORPN. RESPONDENT LAKSHMIDEVAMMA & ANOTHER
3. CIVIL APPEAL NO. 3585 OF 2008 KURUKSHETRA UNIVERSITY APPELLANT(S) VS PRITHVI SINGH RESPONDENT(S)

To shorten the discussions is it can be logically stated that the said case laws have been rendered with special reference to the facts of those cases and the claimant worklady cannot reasonably draw any benefit out those case laws. At this point it can be stated here that this Tribunal while considering the proportionality of punishment does not function like an appellate forum. Bank employees are required to discharge their duties with utmost commendable diligence

Laxity in the job of Bank employees is most likely to lead to collapse of the Banking operations. For the said reason Management of the Bank is governed by its own code in the matter of punishment. The then Branch Manager might have been let off with lesser punishment but that cannot be a ground for imposition of punishment lesser than dismissal when it is seen that making entry on the debit side on the accounts of the customer is primarily the duty of the claimant worklady.

Any punishment other than dismissal on the worklady will send wrong message to the whole community of workers and employees employed in Banks. In view of the foregoing discussions it is held that the punishment of dismissal cannot be held to be shockingly disproportionate warranting interference. Answer to this point goes against the claimant worklady. In view of the aforesaid discussions the reference is answered against the claimant work lady.

Consequently the worklady is not entitled for any relief. Parties are left to bear their respective costs.

Date: 23.12.2022

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 393.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (129/2013) प्रकाशित करती है।

[सं. एल L-12012/72/2013-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 129/2013) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/72/2013- IR(B-1)]

SALONI, Dy. Director

ANNEXURE**Before Shri Soma Shekhar Jena, Presiding Officer****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR****PRESENT SOMA SHEKHAR JENA, HJS (Retd.)****I.D. No. 129 of 2013****L-12012/72/2013-IR(B-I) dated 04.10.2013****BETWEEN**

Shri Raj Kishore,
S/o Late Shiv Adhar Dwivedi,
C/o Shri O.P,
117/K-36, Sarvodaya Nagar,
Kanpur(U.P)-208005

AND

1. The Asstt. General Manager,
State Bank of India, Mall Road,
Kanpur(U.P)-208001
2. The Dy. General Manager,
State Bank of India, Mall Road,
Kanpur(U.P)-208001
3. The Branch Manager,
State Bank of India,
Ratan Lal Nagar,
Kanpur(U.P)-208022

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-12012/72/2013-IR(B-I) dated 04.10.2013

SCHEDULE

1. ***‘Whether the action taken by management of State Bank of India, Kanpur in terminating the services of Shri Raj Kishore S/o Late Shiv Adhar Dwivedi workman with effect from 01.07.2012 is just fair & legal? To what relief the workman concerned is entitled to ?’***

The averments of the claimant workman may be concisely stated as follows:-

The claimant was engaged by the State Bank of India in subordinate cadre as messenger cum peon in opposite Party Bank since 01.07.1983. The claimant worked with effect from 01.07.1983 to 26.08.1983 at Pandu Nagar Branch, Kanpur and worked since 01.09.1983 in Ratan Lal Nagar Branch, Kanpur. The Bank for exploitation treated the claimant as canteen boy of local implementation committee but the work taken from the claimant was that of messenger cum peon of the Bank. It is important to mention here that Ratan Lal Nagar Branch of the State Bank of India has no canteen, as such there is no question to engage a canteen boy in the said Branch. The Bank has done all this to camouflage the issue and papers are sham to exploit the poor workman. The claimant is a workman of the opposite Party Bank and has been working as messenger cum peon. The claimant was regularly deputed by the Bank to deliver Local Dak and cheques/drafts to other branches for which the claimant was being paid conveyances allowance by the Bank. He is regularly deputed to go the Post Office for sending Regd. Letters/Speed post and for purchase of tickets etc. and was paid conveyance allowance. The claimant was used to submit bills for payment of conveyance allowance which were sanctioned by the Bank and were paid through vouchers which clearly demonstrate that the claimant was performing regular work of messenger cum peon of the Bank. The work and conduct of the claimant had been very good. The claimant has never given any chance of complaint to any officer of the Bank. No charge sheet or warning had ever been issued to the claimant. Unsatisfied with the low wages and no benefit against

the extreme work taken from the claimant workman by the bank, claimant made repeated requests for permanency and other benefits. But exasperated from repeated demand of permanency Opposite party terminated his service w.e.f 01.07.2012. The claimant has worked in Ratan Lal Nagar Branch since 01.09.1983 continuously till the date of termination and has worked for 365 days in each year that is more than 240 days in each year. The termination of the claimant is malafide as no charge sheet nor warning had ever been issued to the claimant. The termination of the claimant is retrenchment as defined in Section 2 (oo) of the Industrial Disputes Act 1947. Therefore the employer was liable to pay notice pay and retrenchment compensation before termination of his service as required under Section 25 F of the Act. The employer has not paid notice pay or retrenchment compensation, as such the termination of the claimant is illegal and unjust. Claimant workman prayed before this Tribunal to give direction to the O.P management side for producing original conveyance allowances paid to the claimant workman and Local Delivery Book of the aforesaid documents in order to reveal the real truth. Claimant workman prayed before the Tribunal for reinstatement as messenger cum peon with continuity of service. The employer be directed to pay full back wages and other benefits as are paid to regular messenger cum peon from the date of engagement i.e 01.09.1983 and other consequential reliefs under the circumstances of the case.

The averments of the O.P management side may be summarized as follows:-

It is alleged by the management side that the material facts have been suppressed by claimant workman in his claim statement. It is further pointed out that Deputy General Manager, Kanpur as well as Assistant General Manager, Kanpur has purposely been arrayed as opposite party no. 2 and O.P.No.3 respectively by the claimant whereas he had not worked for a day in their offices and claim under reply has only been filed to create illegal pressure upon the bank's management, which deserved to be dismissed prima facie. It is specifically pointed out that claimant workman had no locus standi to raise present dispute because he was engaged as canteen boy by local Implementation Committee, which was being run for welfare activities of staff at State Bank of India Ratan Lal Nagar Branch, Kanpur. It is further stated that the wages to canteen boy was paid and his service was terminated by Local Implementation Committee (L.I.C). Moreover it was mentioned that canteens in branches were non-statutory canteens and were run on the principle of “**no profit no loss basis**”. In the light of law laid down by Hon'ble Apex Court in State Bank of India and others v. State Bank of India canteen employees union [Bengal circle] and others, claimant is not entitled to get relief as sought from the court. It is further averred by management side that claimant workman never had remained in service continuously for 240 days in State Bank of India Ratan Lal Nagar Branch, Kanpur in any calendar year. Hence claimant workman's application is out of purview of the section 25 F of the Industrial Dispute Act 1947 and the case of retrenchment is not applied here. It is further pointed out that the management has a procedure for recruitment of subordinate staff in the bank and he was not appointed as per the procedure. It is further stated that the manager is not vested any authority with to give appointment. It is further mentioned by the opposite party that on some occasions to meet urgency his services were used as casual labourer for which, payment was made to him but it cannot be deemed as an employment in bank. It is further mentioned that several settlements were arrived at, which were signed by State bank of India and All India State Bank of India Staff Federation in the year 1987, 1988 and 1991 to provide an opportunity for absorbing temporary employees as well as casual labourers against existing/future permanent vacancies. It is further asserted that after conducting interview, panels of suitable candidates were prepared by selection committee in the year 1989 and 1991 and both panels were kept alive till March 1997 as per settlement dated 09.06.95 but claimant never applied for his absorption under the provisions of settlements as discussed. Hence there is no room for sympathy in the instant matter. There was no employee and employer relationship between the claimant workman and the O.P management. O.P prayed before the Tribunal to set aside the Industrial dispute case as there is no substance in the matter.

Claimant workman in his rejoinder vehemently reiterated that there was no canteen in Ratan Lal Nagar Branch of the Bank nor there was there any provision for it. The bank had taken the work of a messenger of a subordinate cadre. Since there is no canteen in the concerned branch the question of engaging the claimant workman as canteen boy does not arise.

The points to be answered in this proceeding are as follows:-

1. Whether workman Raj Kishore is legally entitled for reinstatement in Grade of messenger in State Bank of India.
2. To what other relief the workman is entitled to.

Point No. 1

From the statement of workman RajKishore made in course of cross examination it is crystal clear that his name was not sponsored by any employment exchange before his engagement and no advertisement inviting application for appointment of 'chaprasi' was published and then the workman had not received any written letter of appointment. The above deposition made by the workman otherwise points that the workman was not appointed in State Bank of India as its staff as chaprasi or messenger as claimed by him. He has deposed that he was orally directed to work in Ratan Lal Nagar Branch, instead of Pandu Nagar Branch. Such kind of oral direction as claimed by the workman is normally not followed in any Government controlled banking establishment. Though it is submitted on behalf of claimant workman that for adjudicating the reference proceeding the Tribunal is not expected to embark upon determining legality of the appointment of the workman. The submission on behalf of the workman is unacceptable as when there is rigid form of selection process for appointment as messenger in public sector bank. The claim of the workman that he was appointed as chaprasi or messenger has to be scrutinized with caustic appreciation if his appointment was made under legally sustainable procedure. Though it is stated by the workman that there is no canteen in the State Bank of India. Such oral denial is not adequate to outweigh the documentary evidence ME1/1, ME 1/2, ME 1/3 (17 in number) which clearly show that the workman Raj Kishore Dwivedi was engaged as canteen boy with monthly remuneration of Rs 1,000/-. There is no document showing that workman had ever challenged his status canteen boy as found from exhibits ME 1/1 upto ME 1/17. The said documents ME 1/1...ME 1/17 are admissible in evidence in view of the spirit of the Bankers' Books of Evidence Act which can be reasonably followed before a Tribunal. The suggestion of O.P State Bank of India the workman was engaged as canteen boy is found to have been established with greater preponderance of probability demolishing the claim of the workman that he was engaged as chaprasi. The so called experience certificate showing that the workman had worked for 45 days during the period from 01.07.1983 till 23. 08.1983 will not confer any right on the claimant workman to be absorbed as permanent employee in State Bank of India with reinstatement in any regular vacancy in the State Bank of India. It is well settled in law that canteen is not a part of State Bank of India though the employees of State bank of India might be getting benefits by a canteen for discharge of their duties with better efficiency.

Though it is vehemently submitted on behalf claimant workman that Tribunal is supposed to look into propriety and legality of engagement of the claimant workman by the employer of the purpose of adjudication of industrial dispute. such arguments is found to be illusory and unsustainable when examined in the light of rigid rules that have been framed for engaging any person as messenger-cum-peon in State Bank of India which is a leading public sector bank. In view of scenario stated above it can be logically concluded the workman (Raj Kishore Dwivedi) is not legally entitled for reinstatement in the grade of chaprasi or messenger in State Bank of India.

Point No. 2

In the foregoing discussions it has been concluded that canteen was not part of the State Bank of India and Opposite party State Bank of India cannot be legally compelled to absorb the workman in any vacancy of State Bank of India lest the same should go against the spirit of the guidelines issued by the Hon'ble Supreme Court of India in UMA Devi case (State of Karnataka V/s Uma Devi Appeal (civil) 3595-3612 of 1999). Indian Drugs and Pharmaceuticals vs Workman, Indian Drugs & Pharmaceuticals Ltd Appeal (civil) 4996 of 2006 case Since there are documents for proving that workman Raj Kishore had worked for 240 days continuously in the Canteen before his disengagement. He can be given compensation. Since the workman is found to have worked for a fairly long period in canteen of State Bank of India as found from documents ME 1/1, ME 1/2ME 1/17 he can be allowed compensation. At this point of time exact compensation cannot be worked out with mathematical accuracy. Under such scenario guess work can be resorted to. Considering the period of engagement, wages paid to the workman and his age he is entitled to get one time compensation of Rs 2 lakhs and the whole amount shall be deposited in the bank account of the claimant workman within 60 days from the date of publication of the award failing which claimant workman shall be entitled to get commercial rate of interest claimed by the Bank from its customers till the whole amount is cleared.

The above compensation shall be paid by State Bank of India out of the funds allotted for management of local implementation of committee within 60 days from the date of publication of the award. Since both the sides have submitted the averments which are also imbued with doubtful veracity.

parties are left to bear their respective costs.

Date: 15.11.2022

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 394.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (102/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023.आई आर (बी-1)-32]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 394.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 102/2019) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023-IR(B-1)-32]

SALONI, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 102 of 2019

BETWEEN

Shri Vimal Singh S/O Shri Jitendra Singh

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 15.02.2019

On 15th February 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 07.04.2021. Therefore case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 12.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 395.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (49/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-19]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 395.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2019) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023- IR(B-1) - 19]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 49 of 2019

BETWEEN

Shri Ram Shanker S/o RamLal

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

Award

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 05.04.2021. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 16.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 396.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रिज़र्व बैंक ऑफ़ इंडिया के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (35/2009) प्रकाशित करती है।

[सं. एल-12012/194/2008-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 396.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Reserve Bank of India and their workmen.

[No. L-12012/194/2008- IR (B-I)]

SALONI, Dy. Director

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, KANPUR

ANNEXURE

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

LD. No. 35 of 2009

No-L-12012/194/2008-IR (B-I) dated 02.07.2009

BETWEEN

Shri Surendra Kumar S/o Late Sh. Durga Prasad

A-675, Gujani, Kanpur Nagar-

AND

The Regional Director,

Reserve Bank of India,

The Mall, Kanpur(U.P)

AWARD

By notification NO. L-12012/194/2008-IR(B-I) dated 02/07/2009, the Central Government in the Ministry of Labour, New Delhi in exercise of power conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of Industrial Disputes Act 1947 (14 of 1947) referred this Industrial Dispute for adjudication.

The reference under adjudication is as follows:-

“Whether the action of the management of Reserve Bank of India, Kanpur dismissing Shri surender Kumar, Senior Office Assistant from the Bank service vide order dated 30.8.2007 of Disciplinary Authority & General Manager (Banking), Reserve Bank of India, Kanpur, is justified? If not, what relief the workman concerned is entitled to?”

In brief case of the claimant workman is stated as follows:-

The workman joined Reserve Bank of India, Kanpur and he was assigned the duty of senior office attendant. He was working in the cash department of Reserve Bank of India till 30.08.2007. It is alleged by the claimant workman that he was suffering from occasional attacks of fits and was losing his sense and for the said reasons the officials of C.V.P.S department were highly biased against him. It is alleged by the workman that those officials had hatched conspiracy against the claimant workman. The allegation that the claimant workman had concealed 43 pieces of one

hundred rupee notes in his shoes on date 11.10.2006 was false. Though the departmental proceeding was initiated against him and an enquiry was conducted against the workman the enquiring authority had rendered the finding holding the workman guilty of concealing 43 pieces of one hundred rupee notes without proper appreciation of the attending circumstances. It is alleged by the workman that the disciplinary authority has imposed the punishment of dismissal without application of mind Claimant workman has challenged the order of dismissal as shockingly disproportionate.

On behalf of the O.P written statement was filed with averments which may be summarized as follows:-

The claimant workman was chargesheeted for committing theft of 43 of one hundred rupee notes. His act of illegal carrying away of the notes was in violation of regulation of 34 of Reserve Bank of India (Staff) Regulation, 1948. Chargesheet was issued against him by letter no. KAN.DAPM.1975/09.03.06.PF/2006-07 dated 12.10.2006 . The workman submitted his reply by letter dated 30.10.2006. Enquiry was conducted against the workman who was defended by Defence Representative nominated by the Reserve Bank worker's federation. The workman had taken the plea that the notes recovered from his shoe were given to him by one Shri C.Govind in the evening of 08.10.2006 for conversion into two packets of 10 rupees notes, One packets of 20 rupee notes and coins for the rest amount. After enquiry, the enquiring officer in his report 18.07.2007 had concluded that the charges framed against the workman were duly established. The competent authority proposed the penalty of dismissal from bank service. The workman had submitted the representation on 27.08.2007. The competent authority confirmed the penalty of dismissal and the workman was dismissed from the bank service w.e.f 30.08.2007. The workman preferred an appeal dated 18.09.2007 under the Reserve Bank of India staff regulation 1948. The appellate authority rejected the appeal by detailed speaking order dated 23.01.2008. In substance the management of the O.P asserted correctness and propriety of the order of dismissal from service passed against the workman.

In the rejoinder filed by the workman it was averred that there was sufficient material on record for proving that the order of dismissal and the order passed by appellate authority were illegal. In rejoinder it was pointed out that no evidence of the Punjab National Bank, Govind Nagar branch was available for establishing theft committed by the workman. Propriety of the charge against the workman was also challenged citing lack of any F.I.R or any debit balance in the local ledger account of P.N.B maintained in the R.B.I. It was pointed out that representative of P.N.B had not made any complaint of theft. It was also stated that the enquiry officer was unqualified for conducting departmental enquiry in tune with guidelines issued by R.B.I, Central Office. The fairness of the enquiry was challenged citing that no opportunity for examining defence witness was given. In rejoinder it was stated by the workman that the documents called for were not produced by the O.P. in the enquiry proceeding. The residual issue for determination in these proceedings is as follows:-

1. Whether the order of dismissal of the claimant petitioner from the job of the R.B.I is shockingly disproportionate.

For the sake of clarification it may be stated here that the claimant petitioner while submitting the argument has raised that no principle of Natural Justice was followed during the course of domestic enquiry. It was re-iterated by the claimant that the domestic enquiry conducted against him was without equity and fair play in utter disregard to service rules resulting in perversity of the conclusions of the enquiring officer and illogical inconsequence and unsustainable views of appellate authority. At this point it is clarified that one preliminary issue was framed as follows:-

“Whether the domestic inquiry conducted by the management against the employee/workman is just and fair?.” By order dated 22.12.2015 the preliminary issue was decided against the claimant with following observations:-

“The enquiry conducted by the Bank is fair and proper and in accordance with the rules of natural justice and rules governing disciplinary rules applicable in the Bank”

It appears the aforesaid order of this Tribunal has not been challenged by the claimant before any higher forum and as such, there is little scope before the Tribunal to revisit the aforesaid order dated 22.12.2015. The so called submission on the behalf of claimant that the enquiry officer was not competent to hold enquiry is found to be nothing but mere utterance without strong logic. It was pleaded on behalf of the workman that was not provided with any locker prior to his entry into the CVPs department. It is correct that the claimant was not provided with any locker but that cannot be read as a privilege on the claimant to carry any cash into the place of work contrary to the R.B.I guidelines and common practice. The plea that he had obtained 43 one hundred rupee notes for conversion of notes and coins of shorter denomination has not been duly proved and such plea of claimant is treated as fictitious. The stand of the claimant workman that he was to procure two ten rupee bundles, one twenty rupee bundle and some coins appears to be fictitious as the procurement of notes of minor denominations and coins should have been done from commercial bank branches. Though it has been pointed out that Omkant Bajpai was representative of the P.N.B having custody of the P.N.B's money and non-examination of the said witness is a serious infirmity. The said stand of the claimant workman is found to be illusory when considered with respect to the circumstances of the allegation. Though 43 one

hundred rupee notes might have been submitted by the P.N.B, at once the notes are submitted to the Reserve Bank of India authority non-examination of the representative of the P.N.B will not amount to fatal infirmity in the enquiry proceeding. Since the photocopies of the 11 documents were marked as M.E 1 to M.E. 11 it cannot be concluded that the enquiry was vitiated for non production of original record. For sake of clarity it can be stated here that in departmental proceeding the principle of preponderance of probability is followed and there is no bar for considering secondary evidence though it is pointed out that Mr. P.N Khanna and Mr. D.K. Singh were not appointed in terms of Reserve Bank of India guidelines. It is not clarified how those officials were not having prescribed qualification to act as enquiring officers. Needless to say, it is seen that the inquiring officer had come to the conclusion that the claimant had concealed 43 pieces of one hundred rupee notes in shoe in blatant violation of the service rules of the RBI employees attached to the C.V.P's department. It may be true that the applicant was manrogi (suffering from insanity) for 2 to 3 years prior to 11.10.2006 but for that ground it cannot be concluded that his higher authority had borne bias or grudge against him.

It has been pointed out on behalf of claimant that the reports of the inquiring officer and the views of the appellate authority do not establish any kind of misconduct by the claimant as per the R.B.I (Staff) Regulation, 1948. Such submission on the behalf of claimant is devoid of merit as in reality the enquiring officer after enquiry had returned a finding that the claimant was detected concealing 43 one hundred rupee notes inside his shoe. Though no discrepancy was found in the ledger of P.N.B that cannot be a ground for holding that the conclusion arrived at by the enquiry officer suffered from patent absurdity. It is pertinent to state here that Vishnu Prakash Gupta was not directly connected with the instant case and his non-examination is of little consequence. It can be logically said that non-examination of Shiv Nandan who claimant claims to be material witness is of little impact on the correctness of the conclusion drawn by the enquiring officer. Since the authority of RBI had not lodged any FIR against the claimant the same cannot be read as grave infirmity in initiation of the disciplinary proceedings. In other words it is well established that the claimant was detected concealing 43 one hundred rupee notes inside his shoe which otherwise amounted to grave misconduct as envisaged under rule 34 of the RBI staff rules.

It is submitted on the behalf of claimant that the order of dismissal is in-commensurate to the allegation against the claimant. On behalf of the claimant the case law in civil appeal no 7660 of 2014 Allahabad bank and others appellants v/s Krishna Narayan Tiwari pronounced by Hon'ble Supreme Court of India has been relied on. In the aforesaid case law it is seen that the respondent during the relevant period was posted as officer in charge of the Allahabad Bank, Sultanpur branch. The factual aspects of the aforesaid case are dissimilar from the facts of the case in hand. It may be correct that the claimant was class fourth employee but he was blessed with that job in Reserve Bank of India which is the Central Bank of Government of India. The employees of Reserve bank of India from top to bottom are expected to maintain the highest standard of integrity and diligence. The authority of Reserve bank of India with wisdom has formulated the guidelines and strict code of conduct to be followed by the employees of R.B.I to uphold the integrity and discipline. While appreciating the conclusions arrived at by the Disciplinary Authority in course of the disciplinary proceeding and the proportionality of the punishment on the delinquent workman this Tribunal is not supposed to function as an appellate authority. In the present scenario when the claimant was detected concealing 43 one hundred rupee notes in shoe if allowed to continue in his job in the R.B.I with reinstatement the same may amount to misplaced sympathy. Any sympathy to the claimant in the circumstances is likely to send wrong message to the work force which is likely to cause devastating in-discipline with disastrous outcome. In view of the discussions stated in the foregoing paragraph it can be concluded that the order of dismissal from the job of the claimant cannot be termed as shockingly disproportionate. Accordingly, the reference is answered against the claimant and in favour of the management Reserve Bank of India.

Parties are left to bear their respective costs.

Date: 03.08.2022

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 397.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधक, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 2 दिल्ली के पंचाट (14/2009) प्रकाशित करती है।

[सं. एल-12012/66/2008-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 397.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 14/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Delhi as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen.

[No. L-12012/66/2008- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 14/2009

Date of Passing Award- 08.02.2023.

Between:

Shri Naresh Kumar,
House No. 55, Rajpur,
Gurmandi,
Delhi-110007.

....Claimant.

Versus

The Divisional General Manager,
Bank of Maharashtra,
6/30,31 , WE Karol Bagh, Delhi-110005.

Appearances:-

Shri S. K Rajput
(A/R)

..... For the claimant.

Shri Navin Thakar
(A/R)

For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of The Divisional General Manager, Bank of Maharashtra, 6/30,31, WE Karol Bagh, Delhi-110005 and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-12012/66/2008- (IR(B-II)) dated 06.02.2009 to this tribunal for adjudication to the following effect:

“Whether the workman Sh. Naresh Kumar is entitled to join duty with full back wages and continuity of services the date of his termination w.e.f 24.4.1998. If yes , from which date ?”

As per the claim statement the claimant workman was appointed as a sweeper in the management Bank on 09.04.1988. For his hard work and sincerity on 15.07.1992 he was promoted to the posts of peon and worked as such till 31.08.1996. On 01.09.1996 he went to visit the holy temples of Rajasthan availing LTC and returned on 04.09.1996. But soon thereafter he fell ill and could not report for duty. During this period he remained under the treatment of doctors at Municipal Corporation Hospital Delhi. His period of treatment was long i.e from 06.09.1996 to 30.09.1998. The message of his illness causing absence from duty was duly intimated to the branch manager of the Bank where he was working. But no acknowledgment was granted to the said intimation by the Branch Manager for some ulterior intention. After recovering from illness, he went to attend his duty on 30.09.1998 and met the then Branch Manager Shri Ajai Banargee. The said manager informed him that his service has been terminated by the management and advised him to come to the office from time, to time so that some solution can be found out. On such assurance, the claimant was going to the branch till the year 2000. On 10th January 2001 the Branch Manager forwarded his application

requesting reinstatement into service to the higher authorities of the bank. But no fruitful result could be achieved. Finding no other way the claimant approached the union and on behalf of him, the union served a demand notice on 11.08.2001. In this process the claimant spent time till 2003, hoping that his matter shall be reconsidered. But to his misfortune, he again fell ill on 21.04.2003 and remained under the treatment. After recovery, he met the DGM of the Bank and requested for reinstatement. He wrote several letters in this regard, but the same were not heeded to. On 24.11.2005, the claimant served a legal notice on the chairman of the Bank through his advocate. But the same was not replied. Finding no other way, he raised a dispute before the RLC (central) New Delhi, where a conciliation proceeding was initiated. But for the non appearance of the management, the conciliation failed and the appropriate government referred the matter for adjudication. Thus, the claimant has prayed for the relief of reinstatement in service with full back wages, continuity of service and all other consequential benefit.

The management bank on receipt of the notice, appeared and filed written statement challenging the claim as barred by limitation since filed 9 years after his voluntarily cessation of employment from the Respondent Bank. It has been pleaded that the claimant filed this claim when there was no surviving Industrial Dispute between the bank and the workman. The other stand taken by the management is that the claimant was appointed as a temporary sub staff for two months in the Vivek Vihar Branch New Delhi by order dated 30.06.1992. Thereafter by order dated 24.09.1992 he was appointed as a permanent sub staff of the bank w.e.f 08.10.1992. Before that, he was working as a temporary sweeper in the bank. While working as a sweeper, he was very irregular in his duty and after appointment as a sub staff in the year 1992, he even became more irregular and started remaining absent unauthorizedly without prior intimation. On many occasion, warning was given to him by the senior official of the bank. But his behavior never improved. In the year 1993, 1994, 1995 and 1996 he remained unauthorizedly absent for 200 days and sometimes 150 days or more in a calendar year. A detail calculation of the days of absence has been mentioned in the WS. The management has further stated that the claimant, since 04.09.1996 remained unauthorizedly absent from duty and several notices were sent in his residential address directing him to report for duty. Neither the claimant reported for duty, nor gave intimation explaining his absence. Final notice was sent on two occasions i.e. 12.09.1997 and 11.12.1997 through special messenger by the branch manager of the Vivek Vihar Branch Delhi directing the claimant to report for duty within 30 days failing which he shall be deemed to have voluntarily retired from service in terms of Para 17 of the Vth Bipartite settlement. Despite receiving that notice the claimant did not report for duty. Copies of all the notices have been placed on record. On 10.03.1998 another notice was sent to the claimant directing him to report for duty within 30 days from the date of receipt and give explanation for his unauthorized absence. In the said notice it was also mentioned that in case no explanation would be offered it would be deemed that he has retired voluntarily from service as per Para 17 of the V bipartite settlement. But the claimant, inspite of the said notice, failed to report for duty or give any explanation as called for with regard to his unauthorized absence within the prescribed period. Hence, he was deemed to have retired voluntarily w.e.f 24.04.1998 and the claim is not maintainable.

The claimant filed rejoinder stating that delay was caused in raising this dispute mainly for the unsympathetic attitude of the bank and false assurance given. He also fell ill during the intervening period.

On these rivals pleading no specific issues were framed but by order dated 16.11.2010 it was directed that the adjudication shall be made in terms of the reference.

The claimant testified as WW1 and filed several documents marked in a series of WW1/1 to WW1/27. The said documents are the photocopies of several correspondence made by the claimant with the management requesting reinstatement and the postal receipt thereto. The claimant has also filed the photocopy of the medical certificate and fitness certificate issued by the Hospital for the relevant period. On behalf of the management Bank, one Rajender Sarohiwal, the Chief Manager testified as MW1. He filed several documents marked as MW1/1 to MW1/14. These documents are the copy of the order giving promotion to the claimant in the year 1992, copies of the letter and notices issued to the claimant and the copy of the final order passed by the management treating the claimant as retired voluntarily from service. Photocopies of the attendance register evidencing continuous absence of the claimant has also been placed on record.

At the outset of the argument, the Ld. A/R for the claimant submitted that the management took a vindictive action against the claimant and did not consider the grounds of absence as mentioned by him. Though, as per the bipartite settlement a person's unauthorized absence can be treated as voluntary retirement after serving a showcause notice giving him 30 days time to join, in the case of the claimant the said procedure was never complied. Hence, the stand of the management taken in this proceeding cannot be accepted. The counter argument of the management is that the claimant was duly served with all the notices

by which he was called upon to report for duty within 30 days or to show sufficient and reasonable cause for his absence. But for the non response of the claimant, the final order was passed which was in terms of the Vth bipartite settlement. It has also been stated that the claim raised after 9 years is hopelessly barred by limitation.

The admitted facts are that the claimant was appointed as a part time sweeper in the bank on 09.04.1988. While he was working in the said post, on 30.06.1992 an order was passed appointing him as a temporary subordinate staff and was made a permanent staff on 08.10.1992. It is also admitted that the service of the claimant was brought to an end w.e.f 24.04.1998, treating that the claimant has retired voluntarily from the service. Whereas the management has pleaded that the said decision was taken in terms of Para 17 of the V Bipartite settlement, the claimant has stated that none of the required procedure was followed before passing the final order in terms of Para 17 of the V bipartite settlement.

FINDINGS

Para 17 of the 7th Bipartite settlement relied upon by the management reads as follows:-

”17. Voluntary cessation of employment by the employee:

The earlier provisions relating to the voluntary cessation of employment by the employee in the earlier settlements shall stand substituted by the following:

- a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or given an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the banks service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the banks right to take any action under the law or rules of service.”

As per this provision of bipartite settlement the management reserves the right of treating the occasion of unauthorized absence as the voluntary retirement of the employee, if he would fail to show sufficient cause for absence or report for duty within 30 days from the date of receipt of the notice. In this case the management has pleaded about due service of notice on the claimant whereas the claimant has denied the same. The witness examined on behalf of the management has exhibited the notices sent to the claimant calling upon him to report for duty or to show cause for the unauthorized absence. The photocopies of the notices sent to the claimant on different dates calling him to join duty have been filed as exhibit MW1/10(colly). On the basis of this document the management has pleaded that on 12.09.1997 and 11.12.1997 two separate notices were sent to the claimant through special messenger and same were duly served on the claimant. The notices have been marked as MW1/4. But these notices nowhere contains the acknowledgement of receipt of the claimant or the certificate of the special messenger leading to a conclusion that the notices were served on the claimant personally. On behalf of the management another notice dated 10.03.1998 which is a photocopy, has been placed under record as exhibit MW1/6. In this notice the claimant was intimated that his absence will be treated as voluntary retirement in view of clause 17 of the V bipartite settlement. But surprisingly the said notice doesn't contain the acknowledgment of receipt by the claimant. The final order dated 01.06.1998 has been filed as MW1/7. But all these documents stand contrary to the oral statement of MW1, who has stated that all the notices were served personally on the claimant. The special messenger, who had served the notices on the claimant has not been examined by the management. It is a fact noticeable that clause 17 of the Vth bipartite settlement, as relied upon by the management, contemplates that the management, before taking a decision for treating the unauthorized absence as voluntary retirement, shall come to a conclusion that satisfactory evidence exists that the employee has no intention of joining the duties. The management thereafter, shall give a notice to the claimant calling him to report for duty within 30 days from the date of receipt of the notice or stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining the duty. The notice in terms of clause 17 of the bipartite settlement has been marked as MW1/6. This notice nowhere indicates about the opinion formed by the management holding that the employee has no intention of joining duty. MW1/6 also doesn't show that the said notice was duly served on the claimant. Similarly the final order dated 01.06.1998 filed as MW1/7 doesn't show reason for which the management took the decision of treating the unauthorized absence as the voluntary retirement.

The witness examined on behalf of the management while filing the photocopies of the attendance register tried to prove that the claimant was a habitual absentee from duty. These are not the original document but the photocopies. These documents have been placed on record to prove the past conduct of the claimant which is not the subject of the adjudication. But it is a fact to view that the claimant was given promotion on 30.06.1992 as a part time sub-staff, when he was working as a sweeper. Thereafter, by order dated 24th Sep, 1992 he was appointed as a full time sub-staff of the bank. It is not understood as to how the bank granted promotion to the claimant when as per their record he was regularly irregular in his job. The photocopy of the attendance register placed on record have been disputed by the claimant. On behalf of the claimant the allegation has been labeled that these photocopies of the attendance register have been manipulated and the serial no. of employee at many places are missing and the same is not maintained chronologically. The witness examined on behalf of the mgt was confronted with the said irregularities. The witness explained that the irregularity happened due to improper preparation of the photocopies. This explanation is not accepted since the mgt is the custodian of the original documents and when a doubt was created with regard to the authenticity of the document, the proper recourse by the mgt would have been production of the original. But in this case the mgt neither produced the original nor offered any explanation for the non-production which amounts to suppression of material document. The photocopies of the attendance register as filed by the management is thus not accepted as admissible evidence.

Thus, on a careful analysis of the evidence, it appears that the mgt took a serious view of an alleged unauthorized absence of the claimant and by resorting to the provision made in clause 17 of the Vth Bipartite settlement came to a conclusion that the said unauthorized absence is required to be treated as voluntarily retirement. But this decision of the mgt appears to be wrong since before passing the order of vol. retirement, as required under clause 17 the mgt had not formed any opinion that the circumstance show that the employee has no intension to join the duty. Similarly, there is no material before this Tribunal to presume that the notice recalling the workman for duty or to show cause was ever served on the claimant. The claimant has filed the photocopy of the medical certificate and fitness certificate for the relevant period which has not been disputed by the mgt in any manner except the date of issue. But the said objection is not accepted since the Doctor who treated the claimant has only certified that he was under his treatment from 06.09.1996 to 30.09.1998 and on that day i.e on 30.09.1998 the certificate was issued. Thus, it cannot be held that the document is a manipulated one.

Now, it is to be seen what relief can be granted to the claimant for the illegal action of the management in voluntarily retiring him. The order of voluntarily retirement was passed against the claimant on 24.04.1998. The claimant when testified as WW1 stated that his age in the year 1998 was 35 years. As such, as on today he is more than 60 years and has attained the age of superannuation. In such a situation, it is not felt proper to issue any direction to the bank to allow the claimant to join his duty. It is also not felt proper to allow the full back wages to the claimant since as per his own admission had remained on medical leave and there is no material to presume that the claimant had enough leave to his credit at that time. The period of absence being for illness, it would be proper to treat that the said period as no pay for no work. A lump sum financial benefit would justify the wrong done to the claimant instead. Hence ordered.

ORDER

The claim be and the same is allowed on contest. It is held that the service of the claimant was brought to an end illegally by the mgt holding his absence as unauthorized absence and accepting the same as voluntarily retirement. The circumstances also do not justify full back wages to the claimant for the period of absence from duty. It is directed that the claimant shall be deemed to have been in duty from 15.07.1992 when he absented himself from duty on account of illness and till the date of his superannuation. He shall be allowed all the retirement benefits as admissible to him including pension. His pay shall be according fixed. So far as the claim for the back wage is concerned, it is directed that the bank shall pay the lump sum amount of Rs. 7,00,000/- (7 Lakh) toward back wages. This amount shall be paid by the bank within 2 months from the date of publication of award, failing which he amount shall carry interest @ 9% p.a from the date of award and till the final payment is made. The Claimant retiral benefits shall also be settled by bank within 3 months from the date of publication of this award.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 398.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 2 दिल्ली के पंचाट (164/2020) प्रकाशित करती है।

[सं. एल-12011/36/2020-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.164/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Delhi as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen.

[No. L-12011/36/2020- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty

ID. No. 164/2020

Smt. Mala W/o Sh. Rajesh Kumar through
The Hindusthan Engineering and General Mazdoor Union,
D2/24, Sultanpuri,
Delhi.

.....Workman.

Versus

The Branch Manager,
Andhra Bank,
DSM 01 & 02, DLF Tower,
Shivaji Marg, Moti Nagar,
New Delhi.

.....Management.

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-12011/36/2020(IR (B-II)) dated 13.10.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the services of the workman Smt. Mala W/o Sh. Rajesh Kumar have been terminated illegally and unjustifiably on 08.03.2017 by the management of Andhra Bank and if so to what relief is she entitled and what directions are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away

from the proceedings. No claim statement was filed on her behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in her appearance nor has she led any evidence so as to prove her cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 29th July, 2022.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 399.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (80/2018) प्रकाशित करती है।

[सं. एल 12025/01/2023आई आर (बी-1) -35]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 80/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023– IR(B-1) -35]

SALONI, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 80 of 2018

BETWEEN

Dharmendra Singh S/o Shri Omkar Singh

Vill: Balirampur, Post-Chandwak

District:- Jaunpur-222129

represented by Chandra Shekhar Srivastava

89/75, Naya Barhana,

Allahabad-211003

AND

1. Branch Manager,
State Bank of India,
Branch- Chandwak
District: Jaunpur
2. Regional Manager,
State Bank of India,
Administrative Office, Region-5
District- Varanasi-221002

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties. In the statement of claim filed by the claimant workman before this Tribunal Claimant has prayed for direction of this Tribunal to the O.P management for reinstating him in the post of business correspondent with payment of backwages on average pay of Rs 23,700/- from the date of termination that is 28.02.2018 On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority on the date fixed. Later on 21.01.2021 O.P management filed written statement and case was fixed for filing of rejoinder by the claimant workman and for filing of documents.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder and documents by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder and documents; the claimant workman failed to present the case before the Tribunal at different stages of proceeding i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. Termination of a worker on expiry of period of contract is no retrenchment. The provisions of section 25F of the Industrial Disputes Act, 1947 are applicable for only retrenched employees. Later the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 08.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 400.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (59/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-24]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 59/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023- IR (B-1) -24]

SALONI, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 59 of 2019

BETWEEN

Shri Sanjeevan S/O Hari Singh

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 30.01.2019.

On filing of the case, notices were issued to both the parties on 6th March 2019 for filing of pleadings by the parties. On 30th January 2019 the statement of claim was filed by the claimant union before the Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 14.12.2020. After being provided with several opportunities and the case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 09.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 401.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (70/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-31]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 70/2019) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryvart and their workmen.

[No. L-12025/01/2023-IR (B-1)-31]

SALONI, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 70 of 2019

BETWEEN

Shri Hari Singh S/o Daal Chandra

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P.)-209203

AND

The General Manager,
Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 30.01.2019

On registration of the case, notices were issued to both the parties on 6th March 2019 for filing of pleadings by the parties. On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 04.01.2021. Therefore case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 11.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 402.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्य महानिदेशक, सीपीडब्ल्यूडी, ए-विंग, निर्माण भवन, नई दिल्ली; कार्यकारी अभियंता, (विद्युत) सीपीडब्ल्यूडी, विद्युत प्रभाग, सफदरजंग अस्पताल, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और राष्ट्रीय संगठन सचिव, भारतीय राष्ट्रीय ट्रेड यूनियन कांग्रेस, श्रमिक केंद्र 4, बस्ती वीर सिंह मार्ग, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली पंचाट (संदर्भ संख्या 08/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.03.2023 को प्राप्त हुआ था।

[सं. एल-42011/49/2010-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 402.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2011) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director General of Works, CPWD, A-Wing, Nirman Bhawan, New Delhi; The Executive Engineer, (Electrical) CPWD, Electrical Division, Safadarjang Hospital, New Delhi, and The National Org. Secretary, Indian National Trade Union Congress, Shramik Kendra 4, Basti Veer Singh Marg, New Delhi, which was received along with soft copy of the award by the Central Government on 10.03.2023.

[No. L-42011/49/2010 -IR (DU)]

D.K.HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI****Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.**INDUSTRIAL DISPUTE CASE No. 08/2011****Date of Passing Award- 27th February, 2023.****Between:**

The National Org. Secretary,
 Indian National Trade Union Congress,
 Shramik Kendra 4, Basti Veer Singh Marg,
 New Delhi 110001

Claimant

Versus

1. The Director General of works, CPWD
 A-Wing, Nirman Bhawan,
 New Delhi-110001

2. The Executive Engineer, (Electrical) CPWD,
 Electrical Division, Safdarjung Hospital,
 New Delhi-110029

Managements

Appearances:-

Shri B.K. Prasad

A/R for the Claimant.

Shri Atul Bhardwaj

A/R for the Management.

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of CPWD, and its workman/claimant herein, under clause (d) of sub section (1) and

sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L- 42011/49/2010 (IR(DU) dated 28/01/2011 to this Tribunal for adjudication to the following effect.

“Whether the action of the Management of CPWD, Electrical Division, Safdarjung Hospital, New Delhi in not regularizing the service of 64 liftmen engaged through the contractor (M/S Olympian Elevators & Engineering Co Pvt Ltd and M/S Swastik Enterprises) is justified? If not, what relief the workmen are entitled to and from which date?”

Though the reference received from the Government was enclosed with a list of 64 workmen, only 49 of them, (list appended to this award) filed the claim statement and contested the Industrial Dispute after authorizing six of them to represent all the workmen who have filed the claim statement.

The claimants in the claim statement have stated that they had been working with the management as lift operators since the date of their respective date of initial appointment as stated in the claim petition and discharging the duty in the building of Safdarjung Hospital New Delhi. They are discharging the perennial nature of work which includes operation and maintenance of the lifts in the building, which is being executed by the Electrical Division, CPWD, Safdarjung Hospital, New Delhi. Though they are working under the effective control and supervision of the management of CPWD, the later, with a view to deprive the claimants of their lawful rights, entered in to a sham contract with M/S Swastik Enterprises and thereafter with M/S Olympian Elevator & Engineering Co Ltd, and placed the service of the workmen under the said contractors. Though the contractor was changed on interval, the service and employment of the claimants continued under the management CPWD. The work of operating and maintain the Lifts by the claimants continued without break for the change of contractor under the direct supervision of the engineers of the management CPWD. Neither the management CPWD is Registered under the Contract Labour (Regulation & Abolition) Act, nor the contractor is having license under the said Act. The management CPWD had appointed several hundred workers against the regular quota in the Trade the workmen are working and the service of the said persons were regularized subsequently by ignoring these claimants. Presently they are working as lift operators and discharging the duty meant to be discharged by the regular employees. Their

representation for regularization in service and for grant of equal pay for equal work was not paid any heed by the management. Finding no other way, they approached the labour commissioner cum conciliation officer. The conciliation since failed, the appropriate Govt referred the matter for adjudication in terms of the Reference. To support the contention made in the claim petition, the claimants have relied upon the Office Memorandum, of the Directorate General of Works, CPWD, setting out the guide lines for computation of the equal pay for equal work for implementation of the judgment of the Hon'ble SC in the case of Surender Singh and another vs EIC, CPWD. Reliance has also been placed in the case of Steel Authority of India vs National Union, Waterfront workers&others(2001) 7 SCC 1 and the case of Secretary, Haryana State Electricity Board vs Suresh and Others, (1991 LLJ-1086) to argue that the contract between the principal employer and the contractor, when found to be sham, the employees engaged by the contractor are to be treated as the employees of the principal employer. If the principal employee is found not registered under the CLR Act, the linkage between the contractor and the employee stands snapped and the employees are to be treated as the employees of the principal employer. The claimants, have thus prayed for grant of the relief sought in the claim petition.

The management CPWD, in the written statement has taken various objections including non joinder of the parties. According to the narratives in the WS the claimants were never appointed as lift operators by CPWD and there exists no employer and employee relationship between them. The building of Safdarjung Hospital is being maintained by CPWD. To accomplish the work, CPWD engages different contractors having expertise, by proper tendering process and competitive bidding. For running and maintenance of lifts and other electro mechanical equipment, contract for specific period were awarded to contractors. As per the contract term the CPWD has no right of supervising or interfering with the work force of the contractor. The claimants were engaged initially by the contractor M/S Swastik Enterprises and then by M/S Olympian Elevator and Engineering Co Ltd. There were 41 lifts installed in S J Hospital and 85 lift operators were engaged through the contractor as lift operators. By passage of time the manually operated lifts have been changed to Automatic lifts and the requirement of lift operator no more exists. The requirement now is of rescue operation staff like lift mechanics. As far as the claim of the claimants is concerned, the CPWD has been registered under the CLR Act and tenders for executing the work requiring engagement of work force are only awarded to the contractors having license under the said Act. The over all performance of the contractor is monitored by a team of Engineers, who do not exercise control and supervision on the individual worker employed by the contractor. CPWD has no right of appointing or terminating the service of an individual worker or lift operator appointed by the contractor. No salary is directly paid to the said workers of the contractor by CPWD. Stating that the judgments relied upon by the claimants have no relevancy with the facts of this claim, the management has pleaded for rejection of the claim on merit as well as for non joinder of the contractors as the Respondents.

No issues were framed on the basis of the pleadings. But by order dt 25/10/2012, it was directed that the adjudication shall be made in terms of the reference and the parties were called upon to adduce evidence.

On behalf of the claimants, though several affidavits were filed, only one witness namely Md. Earul Hoque tendered the affidavit to be read as his evidence and filed some documents which were exhibited as WW1/1 to WW1/5. He was cross examined by the AR for the Respondent. On behalf of the Respondent, the Executive Engineer Sh R N Singh testified as MW 1. He also proved few documents which were marked as Ext MW1/1(colly). The witness was cross examined extensively by Sh B K Prasad, the learned AR for the claimants.

At the outset of the argument, the learned AR for the claimants submitted that the management has admitted the deployment of the claimants in their Electrical Division at SJ Hospital. The witness examined by the Respondent has admitted their supervision and control over the work of the claimants. The contract between the Respondent and the contractor being sham and intended to camouflage the legal rights of the claimants, they are the employees of the Respondent and for the long years of service rendered and for the perennial nature of work discharged by them and for the notification and office memorandums issued by the Respondent, pursuant to the order passed by the Hon'ble SC in the case of Surender Singh referred supra, the claimants are entitled to the relief of regularization of service together with the relief of regular pay for regular work. To support his argument, he placed reliance in the case of Steel Authority of India vs National Union Waterfront Workers and the case of O N G C Ltd vs Petroleum and Coal Labour Union and submitted that the Labour Court or Tribunal has power to pass award compelling the corporation or establishment to regularize the service of the workman, and the stand of the establishment that the concerned workman was not appointed by following due procedure is of no consequence, when it is proved that the workman had worked for a long period continuously for the management.

In his counter argument, the learned AR for the management argued that the Executive Engineer of the Respondent was registered under section 7 CLRA during the relevant period and the contractor who was selected through a bidding process had also a valid license for providing lift operators as per the contract. The lift operators were provided to the site of SJ Hospital for accomplishment of the work entrusted to the contractor. Hence they were the employees of the contractor. He also placed reliance in the case of Steel Authority of India, relied by the claimants.

FINDINGS

For the objections taken in the pleading by the respondent with regard to the employer employee relationship between the parties, it is necessary to examine that aspect at the first instance, which will have a determining effect on the other issues raised by the parties.

Admitted facts are that the claimants, barring few whose services were terminated during the pendency of this proceeding are working in the premises of SJ Hospital as lift operators and the maintenance of the building is in charge of the Respondent CPWD. Where as the claimants are demanding to be treated as direct employees of the Respondent and regularization, for want of registration of the respondent under CLRA and for want of license in favour of the contractor under CLRA. The Respondent has denied the same. MdEarulHoque, the representative selected by the workmen to depose has stated that they are working for a long time in SJ Hospital under the supervision and control of the Engineers of the Respondent and the contractors have been introduced by virtue of some sham contracts and their services have been placed under the said contractor with the sole objective of defeating the rights of the claimants. He has also stated that the so called contractor has no license of engaging the contract labour. Except the oral evidence, no other evidence has been placed to make the Tribunal believe that the contract was sham, the contractor has no license or they are working under the supervision and control of the Respondent CPWD. The documents filed and proved by the claimants through the witness no way proves the said aspect, as the documents are with regard to the claim advanced before the labour commissioner and the agreement entered between the Union and CPWD to consult the union before engaging any contractor.

On the other hand the witness examined by the Respondent is its Executive Engineer and he stated that the Respondent has been duly registered under sec 7 of the CLRA and the contractors engaged possess valid license for engaging contract labour. He also proved the certificate of Registration in favour of the Respondent and the license granted to the contractors who were engaged for the work lift operation as Ext MW1/1(colly) the agreement entered between the Respondent and the contractors has also been placed on record as Exhibits. The oral evidence of the witness and the documents filed stands uncontroverted as no contrary evidence has been adduced by the claimants.

The claimants though claiming to be directly employed by CPWD and further claiming the contract between the contractor and CPWD to be sham, no evidence has been adduced at all to prove the claim. The contractors were not made parties, even if it is claimed to be a sham contract. Had the contractors been added as parties, light could have been thrown on this aspect. On the other hand the Respondent has placed documents on record to prove that the contractor having valid license under CLARA was selected through a proper bidding. Documents to that effect have been filed as MW 1/1 (colly). The witness of the Respondent MW1, during cross examination has stated that he is not in a position to state if the claimants are working as lift operators in SJ Hospital or any payment made to them by the contractor, since as per the terms of the contract, the contractor supplies man power for operation of lifts and makes payment to them. The witness denied to the suggestion that these workmen are working for the Respondent much prior to the registration of the contractors under CLRA, which suggests that they are the persons directly employed by the Respondent.

The claimants have not placed on record any document in support of their stand that during the relevant period they were under the employment of the Respondent CPWD. In such a situation, the claim is to be examined from the other circumstances i.e the effective control test as has been observed in several pronouncements by the Hon'ble Apex Court including the case of **Steel Authority Of India VS National Union Waterfront Workers Union, reported in (2001) 7 SCC,1**. In the case of **Workmen of Food Corporation of India VS Food Corporation of India, AIR 1985(SC) 670**, the Apex Court pronounced that the contract of employment always discloses a relationship of command and obedience between them. When the same is proved from the evidence, relationship of employer and employee is established. In this case neither oral nor documentary evidence has been adduced by the claimants to prove the manner in which the Respondent CPWD is exercising effective control and supervision on the work done by them.

Admittedly the claimants were not issued the letter of appointment, employee ID or salary slip by the Respondent, which is ordinarily issued to an employee. In such a situation the workmen are required to

adduce other evidence suggesting employer employee relationship. **The hon'ble SC in the case of Ram Singh vs Union Territory, Chandigar (2004)1SCC126**, held that

“in determining the relationship of employer and employee, no doubt control is one of the important tests, but is not to be taken as the sole test. In order to determine the said relationship, all other relevant facts and circumstances are to be considered including the terms and conditions of the contract.”

In the case of **Balwant Rai Saluja vs Air India Ltd, AIR 2015 SC 375**, **The Hon'ble SC** again held that

“the relevant factors to be taken into consideration to establish employer employee relationship would include inter alia (i)who appoints the worker, (ii)who pays the salary/remuneration, (iii)who has the authority to dismiss (iv)who can take disciplinary action, (v)whether there is continuity of service (vi)extent of control and supervision, if there is complete control and supervision.”

With regard to the facts of this case, no appointment letter was issued to the claimant. Hence the claimant had to lead other evidence to prove the employer employee relationship. They have not examined any witness except only one of the claimants to prove their relationship with the management. No documentary evidence has been placed on record to show that the claimant workmen were getting their salary/remuneration from the Management. The documents filed by them are nothing but some written representation to the Labour commissioner and one agreement where in the Respondent had agreed to consult the labour union before awarding contract to the contractors. But these documents no way prove that the claimants were getting salary as claimed by them from the Management. The oral and documentary evidence adduced by the claimants no way proves that they were working under the supervision and control of the Respondent.

Reliance has been placed by both the parties in the case of **Steel Authority of India vs National Union Waterfront**, referred supra. In the said case, the Hon'ble SC while examining the relationship of Principal Employer and Contract Labour, have held that

“where a workman is hired through a contractor, held, master and servant relationship exists. But where a workman is hired in or in connection with the work of an establishment to produce a given result, or the contractor supplies the workmen for any work of the establishment, unless the contractor is a mere camouflage, the workman can not be treated as an employee of the principal employer.”

In this case the claimants have not proved except saying in the claim statement that the contract between the Respondent is sham and intended to camouflage the rights of the workers. On the contrary, the Respondent has adduced documentary evidence to prove that the contract was awarded to the eligible and registered contractors through a competitive bidding. More over the presence of the two contractors are admitted by the claimants. The evidence on record proves that the contract was awarded to the contractors to operate the lifts of SJ Hospital Building in respect of which the Respondent is responsible to manage and maintain. To accomplish the work awarded through the contract, the contractor had supplied the workforce of which the claimants are a part. Thus they can not be held as the employees of the Respondent CPWD. The claimants have not made the contractors party to this proceeding. Had they been added, some light would have been thrown on the dispute relating to the employer and employee relationship between the claimants and the Respondent CPWD. The claim also suffers from non joinder of necessary parties. The evidence adduced by the claimants do not fulfill the test suggesting that they are the employees of the Respondent. Hence the Respondent can not be directed to regularize their service in CPWD.

Though the reference has been received to adjudicate upon the claim of regularization, in the claim statement a prayer has been made for grant of equal pay for equal work and the remuneration be paid at par with the daily rated workers regularized by the Respondent. No evidence to substantiate the said claim has been adduced. More over the Tribunal, while adjudicating the dispute, can not travel beyond the Reference received. Hence no order can be passed in this regard. Hence ordered.

ORDER

The reference be and the same is answered against the claimants. It is held that the claimants not being the employees of the Respondent CPWD, the later can not be directed to regularize their services. No order can also be passed directing the Respondent to pay equal remuneration to the claimants for equal work at par with the remuneration paid to the daily rated workers, whose services has been regularized.

This order is passed in respect of the claimants contesting the proceeding and as per the list Annexed. The award is accordingly passed.

LIST OF WORKMEN

Sr. No.	Name & Father/husband's Name	Date of joining/year of joining	Designation
1.	Md. Earul Haque S/o Late Moh. Woorash Sheikh	1992	Lift Operator
2.	Manjeet Singh Rawat, S/o Late Sh. Kushal Singh	09.05.1996	Lift Operator
3.	Ashok Kumar, S/o Sh. Ram Ashray	27.09.1990	Lift Operator
4.	Sh. Hari Mohan S/o Sh. Niranjana Singh	01.03.2007	Lift Operator
5.	Sh. Tarkeshwar Sah, S/o Chanderma Sah	12.06.1998	Lift Operator
6.	Sh. Satish Kumar S/o Late Sh. Balkishan	21.02.2001	Lift Operator
7.	Sh. Amit Singh, S/o Late Sh. Avtar Singh	23.07.2003	Lift Operator
8.	Sh. Sunil Kate S/o Sh. Ram Chander Kate	07.02.2003	Lift Operator
9.	Sh. Saheb Dutta S/o Sh. Prutal Dutta Prasad	23.07.2006	Lift Operator
10.	Sh. Vijay Kumar S/o Late Sh. Jawala Prasad	02.02.2002	Lift Operator
11.	Sh. Surinder Singh, S/o Late Arjun Singh	25.05.1995	Lift Operator
12.	Sh. Shiv Charan S/o Shambhu Prasad	07.11.2003	Lift Operator
13.	Sh. Ved Prakash S/o Late Sh. Sita Ram	04.09.1994	Lift Operator
14.	Sh. Tej Ram S/o Sh. Kaniyalal	10.11.2002	Lift Operator
15.	Sh. Sunder Singh S/o Sh. Gyan Chand	04.09.1994	Lift Operator
16.	Sh. Joginder Singh S/o Sh. Bhoop Singh	28.11.1996	Lift Operator
17.	Sh. Girish Kumar S/o Sh. Governor Singh	06.07.1996	Lift Operator
18.	Sh. Ganga Prasad S/o Sh. Khem Chand	16.01.1996	Lift Operator
19.	Sh. Chandvir Sharma S/o Sh. Ganga Dhar Sharma	14.02.1997	Lift Operator
20.	Sh. Akash Gupta, S/o Late Sh. Arun Kumar Gupta	27.09.2001	Lift Operator
21.	Sh. Saroj S/o Sh. Nand Lal	10.04.2004	Lift Operator
22.	Sh. Ajay Kumar S/o Tej Ram	07.04.2001	Lift Operator
23.	Sh. Arun Kumar S/o late Sh. Naresh Kumar	02.03.2005	Lift Operator
24.	Sh. Mohan Shyam S/o Late Sh. Niranjana Singh	20.01.2003	Lift Operator
25..	Sh. Chandan Kumar S/o Late Sh. Ram Briksh Ram	08.12.2007	Lift Operator

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 403.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य महाप्रबंधक, (प्रभारी) नेशनल फर्टिलाइजर लिमिटेड नंगल यूनिट, नया नंगल, के प्रबंधन के संबंध में नियोजकों और अध्यक्ष, राष्ट्रीय उर्वरक कर्मचारी संघ (रजि.), रोपड़ (पंजाब), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 6/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05/04/2023 को प्राप्त हुआ था।

[सं. एल-14011/05/2015-आईआर-(डीयू)]

डी. के. हिमांशु, अवसर सचिव

New Delhi, the 6th April, 2023

S.O. 403.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2015) of the Central Government Industrial Tribunal cum Labour Court –1, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The Chief General Manager, (i/c) National Fertilizer Ltd. Nangal Unit, Naya Nangal, and The President, National Fertilizer Employees Union (Regd.), Ropar (Punjab), which was received along with soft copy of the award by the Central Government on 05/04/2023.

[No. L- 14011/05/2015- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Present: Sh. J.K. TRIPATHI, Presiding Officer

ID No. 06/2022

Registered on:-12.07.2022

National Fertilizer Employees Union (Regd.), Q No.13./II/II, Naya Nangal, Distt. Ropar (Punjab)
through Shri Ramesh working president of the Union

.....Workman

Versus

1. Chief General Manager, (i/c) National Fertilizer Ltd. Nangal Unit, Naya Nangal-140126.

.....Respondent/Management

Appearances

For the Workman

Sh. S.C. Gupta, AR

For the Management

Sh. A.K. Bakshi, AR

Award

Passed On:- 08.02.2023

1. The workman/claimant has filed the present claim petition under Section 33-A of the Industrial Disputes Act, 1947.

2. On 08.02.2023, an application for withdrawal of the aforesaid mentioned claimant case by the workman has been submitted by the AR Sh. A.K. Bakshi appearing on behalf of management. Ld. AR appearing on behalf of management has sought that since workman was transferred from this establishment to other establishment and he has transferred again back to this establishment so he has submitted the withdrawal of the case. Ld. AR appearing on behalf of workman Sh. S.C. Gupta, has submitted that he has no objection as the workman himself is withdrawing the case. It is alleged in the application that all four workmen have been transferred back to NFL Nangal Unit and joined in the month of June, 2022 and as such do not have any grievance with the management. It is also submitted that the workman has not to pursue the aforementioned complaint and want to withdraw the same. Affidavits have also been filed on 08.02.2023 by all the workmen.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 404.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, हिमालय जैव स्रोत प्रौद्योगिकी संस्थान, कांगड़ा, (हिमाचल प्रदेश); श्री नितिन सूद (अपंजीकृत सरकारी ठेकेदार) एस.ओ. रमेश सूद, कांगड़ा, (हि.प्र.), के प्रबंधन के संबद्ध नियोजकों और श्री लेख चंद, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 8/2012) को जैसा कि अनुलग्नक में दिखाया गया है प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05/04/2023 को प्राप्त हुआ था।

[सं. एल — 42025-07-2023-68-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 404.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2012) of the Central Government Industrial Tribunal cum Labour Court –I, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The Director, Institute of Himalayan Biosources Technology, Kangra, (H.P.); Shri Nitin Sood (unregistered Govt. Contractor) S.O Shri Ramesh Sood, Kangra, (H.P.), and Shri Lekh Chand, Worker, which was received along with soft copy of the award by the Central Government on 05/04/2023.

[No. L- 42025-07-2023-68- IR (DU)]

D. K.HIMANSHU, Under Secy.

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No.08/2012

Registered on:-20.07.2012

Sh. Lekh Chand S/o Sh. Udho Ram R/o Village Upper Datal, P.O. Tikkar, Tehsil Palampur, District Kangra, H.P.

.....Workman

Versus

1. The Director, Institute of Himalayan Biosources Technology, CSIR Complex, Post Box No.06, Palampur, District Kangra, H.P.
2. Sh. Nitin Sood (unregistered Govt. Contractor)S.o Sh. Ramesh Sood, Village & Post Office Paprola, Tehsil Baijnath, District Kangra, H.P.

.....Respondents/Managements

APPEARANCES

For the Workman	None
For Respondent No.1	Sh. I.S. Sidhu, AR
For Respondent No.2	None

AWARD

Passed On:-07.02.2022

1. The workman filed direct claim petition under Section 2-A of the Industrial Disputes Act, 1947 as amended by the Industrial Disputes (Amendment) Act, 2010 (24 of 2010) read with Section 10 of the Industrial Disputes Act, 1947 to set aside the illegal termination order dated 06.03.2012, and passed the direction to the respondents to reinstate the services of applicant with full back, wages, seniority, in continuity of service and all other consequential service benefits throughout. It is stated in application that the applicant had already filed the demand notice against the above respondents vide his demand notice dated 18.03.2012 and copy of the same was forwarded to the Assistant Labour Commissioner-cum-Conciliation Officer (Central) Kendriya Sadan, Sector 9-A Chandigarh and thereafter the Ld. Assistant Commissioner has been fixed the conciliation proceeding from time to time but during the course of conciliation proceeding the case of applicant has not been settle amicably and thereafter on 20.06.2012 the Ld. Conciliation Officer has directed to the applicant to approach this Court directly to file his claim for reinstatement. It is also stated in claim petition that the services of applicant initially appointed by the Respondent No.1 on muster roll directly in the capacity of Gardener on daily rate basis in the year 1984 and he had continued worked in the complex of Respondent No.1 up to 05.03.2012, without any breaks. It is categorically submitted here that the services condition of applicant has been changed by the respondent from time to time and from 1988 he has permitted by the respondent to work under the Contractors and from 1988 to onwards the respondent No.1 has entered his name in the roll of contractors and he worked under the different contractors. Claimant worked from 1984 to 05.03.2012 under the Supervision of Respondent No.1 and only Respondent No.2 or other contractors as mentioned have only been made the payment to the applicant. All of sudden the services of applicant has not allowed by the respondent NO.1 as issued the instruction in the security department w.e.f 06.03.2012 and before terminating his services he has not served any show cause notice, charge-sheet against his alleged misconduct neither the enquiry had been conducted against his alleged misconduct nor the one month notice pay in lieu of notice period and retrenchment compensation as required under Section 25-F has not paid to the applicant at the time of his alleged termination. It is respectfully prayed in view of the aforesaid submission made here in above may kindly be allow the direct claim petition of the applicant and be granted the following relief in favour of applicant. The Court may kindly be set aside the unlawful termination order dated 06.03.2012, and directed to

- respondents to reinstate the services of applicant with full back wages, in continuity of service with seniority and all consequential service benefits throughout.
2. Sh. I.S. Sidhu, AR for Respondent No.1 filed reply to the statement of claim and stated that the present reference is not maintainable against Respondent No.1 which is a research oriented constituent of Council of Scientific and Industrial Research, New Delhi. There is no relationship of master and servant between claimant and the muchless with respondent No.1. The Institute of Himalayan Bio-Resource Technology is part of CSIR which are society registered under Societies Registration Act, 1860. Neither the Institute nor CSIR have been impleaded as party.
 3. Sh. D.R. Sharma, AR for Respondent No.2 filed written statement and stated that, there is no master and servant relationship between the applicant and the answering respondent. The answering respondent ceases to be the contractor of respondent No.1 w.e.f. 29.02.2012. The claim statement are denied for want of knowledge. At the relevant time when the services of the workman are stated to have been terminated w.e.f 06.03.2012, the answering respondent was not having any contract agreement with respondent No.1. The workman has worked under the answering respondent only upto 29.02.2012, the answering respondent never remained regular contractor with Respondent No.1 from 1984. It is respectfully prayed that the present reference qua the answering respondent be dismissed and negative with cost.
 4. At the stage none turned up on behalf of the workman, which shows that workman is not interested in adjudication of the case on merit. As such this Tribunal is left with no alternative except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the instant direct filed ID No.08/2012.
 5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 405.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एमएस. एटीसी टेलीकॉम इंफ्रास्ट्रक्चर प्रा. लिमिटेड, गुडगांव, और अन्य, के प्रबंधन के संबद्ध नियोजकों और मोबाइल सेल फोन टावर वर्कर्स यूनियन, पंजाब (सीटू), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 52/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05/04/2023 को प्राप्त हुआ था।

[सं. एल — 40011/07/2019-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 405.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2019) of the Central Government Industrial Tribunal cum Labour Court –1, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation M/s. ATC Telecom Infrastructure Pvt. Ltd., Gurgaon, and others, and Mobile cell phone tower workers union, Punjab (CITU), which was received along with soft copy of the award by the Central Government on 05/04/2023.

[No. L-40011/07/2019- IR (DU)]

D.K.HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

ID No. 52/2019

Employer in relation to the management of M/s. ATC Telecom Infrastructure Pvt. Ltd.,
Plot NO.14-A, Sector-18, Maruti Industrial Complex, Gurgaon.

AND.

Their workman.

Present: **Shri Dinesh Kumar Singh**

Presiding Officer.

Appearances:

For the Employers :- Sri Vikas Chauhan, GM-Operations for Management.

For the workman. :- Sri Hemant Parihar, A.R. for workman/union.

Industry:- Telecom

Dated 12/08 /2022

AWARD

By Order No.L-40011/07/2019-(IR(DU)) dated 01.04.2019 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub – section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of mobile cell phone tower workers union, Punjab (CITU), Sh. Muktsar Sahib for reinstatement of workmen (as mentioned in annexure 1) against the management of 1. M/s. ATC Telecom Infrastructure Pvt. Ltd., Plot No 14-A, Sector-18, Maruti Industrial Complex, Gurgaon and 2. M/s. Ardom Towergen Pvt. Ltm, 609 B & 610, Sixth Floor, Welldone Tech Park, Sohna Road is legal, fair and justified? If yes, than what relief union/workmen are entitled to and from which date? (workmen as mentioned in Annexure 1). 2. Whether the demand of mobile cell phone tower workers union, Punjab (CITU), Sh. Muktsar Sahib as mentioned in the charter of demands dated 13.3.2018 from the management of 1. M/s. ATC Telecom Infrastructure Pvt. Ltd., Plot No 14-A, Sector-18, Maruti Industrial Complex, Gurgaon and 2. M/s. Ardom Towergen Pvt. Ltm, 609 B & 610, Sixth Floor, Welldone Tech Park, Sohna Road are legal, fair and justified? If yes, what relief the union and workmen are entitled to and from which date? 3. Whether the section 33 of the Industrial Dispute Act, 1947 has been violated by 1. M/s. ATC Telecom Infrastructure Pvt. Ltd., Plot No 14-A, Sector-18, Maruti Industrial Complex, Gurgaon and 2. M/s. Ardom Towergen Pvt. Ltm, 609 B & 610, Sixth Floor, Welldone Tech Park, Sohna Road by Terminating the services of workmen (as mentioned in Annexure 1) If yes, than what relief union/workmen are entitled to and from which date? (workmen as mentioned in annexure 1)?”

LIST OF WORKMEN

Sr. No.	NAME	FATHER NAME	Designation	Job Location	Cluster	SALARY	Minimum Wages	COMPANY	ACTUAL DATE OF JOINING	Company DATE OF JOINING	UAN NUMBER
1.	HARPREET SINGH	DARSHAN SINGH	CT	SAMAD BHAI	BATHINDA	4200	8077.71	M/S ARDOM	1-04-2015	1.11.2017	
2.	CHARANJIT SINGH	JARNAIL SINGH	CT	MOGA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
3.	SATNAM SINGH	SANDOORA SINGH	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
4.	HOSHAIR SINGH	HAKAM SINGH	CT	KOTKAPURA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
5.	PARDEEP KUMAR	ABHIMANYU	CT	KHUI KHERA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
6.	SATINDAR PAL SINGH	DARSHAN SINGH	CT	SANGRUR	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
7.	GURPREET SHARMA	DESH RAJ	CT	SANGRUR	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
8.	JAGTAR	MOHINDER	CT	ABAL	BATHINDA	5000	8077.71	M/S	1.04.2015	1.11.2017	

	SINGH	SINGH		KHURANA	A			ARDOM		7	
9.	KIRPAL SINGH	VIR SINGH	CT	SARIN	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
10.	SANDEEP SINGH	DARBARA SINGH	CT	MUKTSAR	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
11.	BALKARN SINGH	AJAIB SINGH	CT	BAWA COLONY MKT	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
12.	RAJINDER SINGH	NACHATAR SINGH	CT	LAMBI	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
13.	MANPREET SINGH	MAGHAR SINGH	CT	SANGRUR	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
14.	SUKHWINDER SINGH	MAGHAR SINGH	CT	BARNALA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
15.	MANJINDER SINGH	MUKHTIAR SINGH	CT	DHURA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
16.	BALINDER SINGH	RAM KUMAR	CT	RALAB WALA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
17.	MANDEEP SINGH	MUKAND SINGH	CT	BHULLAR	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
18.	JASPAL SINGH	GURDIAL SINGH	CT	KOT SHAMIR	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
19.	MALKIT SINGH	SURJEET SINGH	CT	DUMWALI	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
20.	GURDEEP SINGH	GURCHARAN SINGH	CT	BAJAKHANA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
21.	SUKHPAL SINGH	DHANA SINGH	CT	ASPAL KALAN	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
22.	HARPAL SINGH	JOGINDER SINGH	CT	PAKHON KALAN	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
23.	ROHI RAM	SADHU SINGH	CT	AKKANWALI	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
24.	MUKHPAL SINGH	HANSA SINGH	CT	BATHINDA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
25.	GURJANT SINGH	GURBACHAN SINGH	CT	BASTI KESAR SINGH	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
26.	KULDEEP SINGH	HUSHAIR SINGH	CT	KOTKA PURA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
27.	LAKHVIR SINGH	DARSHAN SINGH	CT	JAITU	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
28.	RAMANDEEP SINGH	IQBAL SINGH	CT	SADIQ	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
29.	GURLAL SINGH	IQBAL SINGH	CT	MOGA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
30.	JASVIR SINGH	BHOOPA SINGH	CT	RORI KARPURA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
31.	HARMIT SINGH	HARBANS SINGH	CT	FARIDKOT	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
32.	RAJDEEP SINGH	ANGREJ SINGH	CT	BAGHAPURAN A	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
33.	JAGTAR SINGH	AJMER SINGH	CT	SEKHU	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
34.	GURTEJ SINGH	SUKHDARSHAN SINGH	CT	LAMBI DHAB	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
35.	JOGINDER SINGH	JAWAHAR LAL	CT	JHANDA KALNA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
36.	KULDEEP SINGH	JAGSIR SINGH	CT	BHOPALA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
37.	JAGSIR SINGH	LABH SINGH	CT	TALWANDI SABO	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
38.	GURPREET SINGH	SUKHDEV SINGH	CT	BATHINDA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
39.	JAGRUP SINGH	SINDER SINGH	CT	RAMA MANDI	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
40.	GULAB SINGH	MAJOR SINGH	CT	MAUR MANDI	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
41.	BIKRAMJEET SINGH	JORA SINGH	CT	CHAPIANWAL A	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
42.	BELA SINGH	MITHU SINGH	CT	RALLA	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
43.	PARAMJIT SINGH	KEWAL SINGH	CT	HARAYU	BATHIND A	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	

44.	SHYAM LAL	TEKCHAND	CT	SUNDAR NAGAR, ABH	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
45.	RAM SAROOP	VEERU RAM	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
46.	BUTA SINGH	NATHA SINGH	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
47.	SONU SINGH	GURDEEP SINGH	CT	DEON	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
48.	GURDITA SINGH	LATE. JAGROOP SINGH	CT	RAMPURA PHUL	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
49.	KARAMJEET SINGH	MISHRI SINGH	CT	BHUCHOO	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
50.	AJIB KUMAR	TARSEM LAL	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
51.	JAGMEET SINGH	JARBHAJAN SINGH	CT	MUKTSAR SAHIB	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
52.	JASWINDER SINGH	KARNAIL SINGH	CT	BARNALA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
53.	MANJIT SINGH	CHAND SINGH	CT	MALOUT IDEA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
54.	KULDEEP SINGH	JAGSIR SINGH	CT	BHOPALA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
55.	LACHMAN SINGH	SUKHMANDE R SINGH	CT	BHALAIANA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
56.	HARWINDER SINGH	LATE. BALDEV SINGH	CT	DAGRU	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
57.	SUKHWINDER SINGH	MAGHAR SINGH	CT	BARNALA IDIA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
58.	MANPREET SINGH	MAGHAR SINGH	CT	SANGRUR TATA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
59.	HARWINDER SINGH	JAGTAR SINGH	CT	BARNALA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
60.	GURMEET SINGH	HARBHAJAN SINGH	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
61.	JAGANNATH	ASHWANI KUMAR	CT	KOTKAPURA TATA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
62.	GURWINDER SINGH	GURNAM SINGH	CT	BARGARI	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
63.	KULDEEP SINGH	HUSHIAR SINGH	CT	KOTAKAPURA IDEA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
64.	MEHAR SINGH	HARCHAND SINGH	CT	KOTAKAPURA TATA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
65.	PREM KUMAR	MEWA SINGH	CT	GURUHARSAH E	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
66.	IQBAL SINGH	MAGHAR SINGH	CT	MUKTAR SAHIB	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
67.	SANDEEP KUMAR	RAJESH KUMAR	CT	DHARAMKOT	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
68.	NARINDER SINGH	PIYARA LAL	CT	BATHINDA IDEA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
69.	UDAYE BHAN	SRIRAMKALP	CT	KARNI KHERA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
70.	NIRMAL SINGH	JORA SINGH	CT	JAI SINGH WALA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
71.	BALWINDER SINGH	HARNEM SINGH	CT	FAZILKA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
72.	HARJEET SINGH	DARSHAN SINGH	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
73.	BALWANT SINGH	BALVIR SINGH	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
74.	SUNIL KUMAR	RAM SAROOP	CT	ABHOR	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
75.	JASWINDER SINGH	JEET SINGH	CT	BATHINDA	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
76.	KALU RAM	RAM SAROOP	CT	ABOHR	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
77.	RAMESH KUMAR	MEWA SINGH	CT	GURUHARSAH E	BATHINDA	5000	8077.71	M/S ARDOM	1.04.2015	1.11.2017	
78.	JARNAIL SINGH	HARBANS SINGH	CT	GURUHARSAH E	BATHINDA			M/S ARDOM	1.04.2015	1.11.2017	
79.	CHAMKARA	BALBIR	CT	SANGAT	BATHINDA			M/S	1.04.2015	1.11.2017	

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2. This reference is received on 08/07/2019 by this Tribunal in which the General Secretary, Mobile Cell Phone Tower Workers Union, Punjab had been advised to submit statement of claim along with relevant document before the Tribunal within fifteen days of receipt of the reference but the sponsoring union did not appear before the Tribunal. However after receipt of the reference, all three parties were noticed and all three parties appeared before the Tribunal. Further in course of hearing the case the General Secretary of Mobile Cell Phone Tower Workers Union Punjab has submitted that Union has settled this case with the management and in this regard the AR of workmen as well as General Secretary of the Union has filed a petition for withdrawal of this case, with prayer that they may allowed to withdraw the present ID case.

In view of the statement of the AR of Workman as well as General Secretary of sponsoring union that they have settled the dispute, so the present ID case is allowed to be withdrawn. Since there is no claim made by the sponsoring union of A.R. of the workman, so No Claim Award is passed. Communicate.

D.K.SINGH, P.O.-cum-Link Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 406.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (51/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर(बी-1)-21]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 51/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryvart and their workmen.

[No. L-12025/01/2023- IR (B-1) -21]

SALONI, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 51 of 2019

BETWEEN

Shri Brahm Jeet S/o Kali Charan

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 05.04.2021. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 14.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 407.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (108/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-23]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 108/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryvart and their workmen.

[No. L-12025/01/2023- IR (B-1) -23]

SALONI, Dy. Director

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

ANNEXURE

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 108 of 2019

BETWEEN

Shri Raj Kumar S/O Shri Ravi Shankar

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 15.02.2019

On filing of the case, notices were issued to both the parties on 7th March 2019 for filing of pleadings by the parties. On 15th February 2019 the statement of claim was filed by the claimant union before the Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 14.12.2020. After being provided with several opportunities and the case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 09.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 408.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (85/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-20]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 85/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023- IR (B-1) -20]

SALONI, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 85 of 2019

BETWEEN

Shri Gyanesh Kumar S/o Suman Prasad

Through Shri Avinash Yadav
the General Secretary U.P Gramin Bank Kamgar Union,
Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,
Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 15.02.2019

On 15th February 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 09.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 14.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 409.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (73/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-29]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 73/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023- IR (B-1) -29]

SALONI, Dy. Director

ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 73 of 2019

BETWEEN

Shri Mohit Kumar S/o Shyam Kumar
Through Shri Avinash Yadav
the General Secretary U.P Gramin Bank Kamgar Union,
Bajaramau, Chaubeypur, Kanpur(U.P)-209203

AND

The General Manager,
Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 15.02.2019

On 15th February 2019 the statement of claim was filed by the claimant union before this Tribunal. On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 02.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant workman failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union none appeared on behalf of the claimant union before this Tribunal. Despite giving ample opportunities to the claimant union for submitting rejoinder. The same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances casual workers engaged on daily wages are not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 13.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 410.— औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल ऑर्गेनाइजेशन फॉर रेलवे के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (17/2019) प्रकाशित करती है।

[सं. एल 41012/37/2016-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 410.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Central Organization for Rly. and their workmen.

[No. L-41012/37/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE**Before Shri Soma Shekhar Jena, Presiding Officer****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR****PRESENT SOMA SHEKHAR JENA, HJS (Retd.)****I.D. No. 17 of 2019****L-41012/37/2016-IR(B-I) dated 17.01.2019****BETWEEN**

Sh. S.N. Srivastava, General Secretary,
 Rail Sewak Sangh, J-422, Indralok Colony,
 Kanpur Road, Lucknow-226023

AND

The General Manager,
 Central Organization for Rly. Electrification,
 Nawab Yusuf Road,
 ALLAHABAD-211001

Award

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-41012/37/2016 -IR (B-I) dated 17.01.2019

Schedule

1. 'Whether the workman Shri S.N.Srivastava, the then JE/SSE(Bridge) is a workman under the definition of ID Act, 1947? If yes, then whether the action of the management of central organization for railway electrification Allahabad, regarding not paying the admissible project allowance and deputation allowance to Sh. S.N. Srivastava is justified and legal? If not, to what relief and compensation the concerned individual Sh. S.N. Srivastava is entitled from w.e.f 20.01.2014 to 04.08.2015.'

On receipt of notification, notices were issued to both the parties on 18th February 2019 fixing 29.03.2019 for filing of statement of claim. But none appeared on behalf of claimant workman on the date fixed.

On perusal of the record it is found that though several dates were fixed for filing the statement of claim none appeared on behalf of the claimant workman before the Tribunal. Despite ample opportunities to the claimant workman for submitting statement of claim; the claimant workman failed to present the case before the Tribunal. On 13.10.2022 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 23.11.2022

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 411.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी-डॉट-दिल्ली कैम्पस, छतरपुर, मंडी रोड टाटा स्काई बिल्डिंग के पास महरौली, नई दिल्ली; ग्रीन सॉल्यूशंस, एफ-61/34, लेन नंबर 02, समाज कल्याण केंद्र के सामने, कटवारिया सराय, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और श्री कुर्मान मलिक, द्वारा-ऑल इंडिया जनरल मजदूर ट्रेड यूनियन, कालकाजी, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली पंचाट (संदर्भ संख्या 138/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.03.2023 को प्राप्त हुआ था।

[सं. एल-40012/6/2021-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 411.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 138/2021) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to C-DOT-Delhi Campus, Chhattarpur, Mandi Road Near Tata Sky Building Mehrauli, New Delhi ;Green Solutions,F-61/34,Lane No. 02, Opposite Social Welfare Center, Katwaria Sarai, New Delhi, and Shri Kurmaan Malik,Through – All India General Mazdoor Trade Union, Kalkaji, New Delhi, which was received along with soft copy of the award by the Central Government on 10.03.2023.

[No. L-40012/6/2021-IR (DU)

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 138/2021

Date of Passing Award- 28th February, 2023

Between:

Sh. Kurmaan Malik, S/o Sh. Chakamali Malik,
Through- All India General Mazdoor Trade Union
170, Bal Mukund Khand, Giri Nagar, Kalkaji,
New Delhi-110019

Claimant

Versus

1. C-DOT-Delhi Campus, Chhattarpur,
Mandi Road Near Tata Sky Building Mehrauli,
New Delhi-110030.
2. Green Solutions,
F-61/34,Lane No. 02, Opposite Social Welfare Center,
Katwaria Sarai, New Delhi-110016

Managements

Appearances:-

Claimant in person

None for mgt. no. 1 i.e. C-DOT

Md. Nadeem, Ld. A/R for the mgt. no.2 i.e. Green Solution

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of(i) C-DOT-Delhi Campus,(ii) Green Solutions and its workman/claimant herein, under clause (d) of sub section (1)and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-40012/6/2021/IR(DU) dated 04/08/2021 to this tribunal for adjudication to the following effect’;

“Whether the action of management of of M/s. Green Solutions (Contractor) under C-DOT (Principal Employer) in terminating the services of the workman Sh. Kurmaan Malik S/o Sh. Chakamali Malik, Mali (Contractual) w.e.f. 02.04.2019 as raised by All India General Mazdoor Trade Union (Regd.) vide letter dated 09.08.2019 is proper, legal and justified? If not, then to what relief Sh. Kurmaan Malik is entitled to and from which date? What other directions, if any, are necessary in the matter?”

As per the claim statement the claimant was working as a Gardner with m2 since 21.10.2017 and the last day drawn by him by 11975 per month. During his employment he had labored given any scope of

complaint to the employer he was deputed to work in the premises of m1. The employer was not extending the minimum basic privileges to the claimant which he was often raising demand. Being aggrieved, the M2 illegally terminated his service without following the provisions of ID Act. The representation made by the claimant for reinstatement into service was not considered. Finding no other way the claimant raised a dispute before the Labour Commissioner and a conciliation was held. The management no. 2 though appeared did not agree to the demand made by the claimant. Hence, the appropriate Government referred to this Tribunal for adjudication.

Notices were issued to all the parties. The claimant appeared and filed the claim statement but the M1 did not appear. M2 filed written statement denying the claim advanced. In the w/s M2 stated that a compromise has been effected between the parties and no dispute exists for adjudication.

The statement of the claimant was recorded separately and he stated to have received Rs. 15,000 as compensation from M2 towards full and final settlement of the dispute. A copy of the cheque showing payment by M2 to the claimant was placed on record. Hence this no dispute award is passed. Hence Ordered.

Order

The reference be and the same is answered against the claimant and it is held that no dispute between the parties exists for adjudication.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

28th Feb, 2023

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 412.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, जवाहर लाल नेहरू मार्ग, मिंगो रोड, दिल्ली, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, एमसीडी जनरल मजदूर यूनियन, जाम नगर हाउस, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 92/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17/03/2023 को प्राप्त हुआ था।

[सं. एल-42011/41/2019-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 412.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/2019) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, Municipal Corporation of Delhi, Jawahar Lal Nehru Marg, Minto Road, Delhi, and The President, MCD General Mazdoor Union, Jam Nagar House, New Delhi, which was received along with soft copy of the award by the Central Government on 17.03.2023.

[No. L-42011/41/2019-IR (DU)]

D. K.HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM -LABOUR COURT DELHI - 1

Present : Justice Vikas Kunvar Srivastava (Retd.), (Presiding officer), CGIT, Delhi-1

ID No. 92/2019

The President,

MCD General Mazdoor Union,

C/o Room No.95, Barrack No.1/10,

Jam Nagar House, New Delhi.

Claimant...

Versus

The Commissioner,
Municipal Corporation of Delhi,
Dr. S.P. Mukherjee Civic Center,
Jawahar Lal Nehru Marg, Minto Road,
Delhi – 110 002

Management...

Shri B.K.Prasad, AR for the claimant
Shri Ankit Kaushal, AR for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.42011/41/2019-IR(DU) dated 29.03.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether Smt.Suman and other workmen whose names are shown in Annexure A are entitled to the wages as are admissible to their regular counterparts for the period of their daily wage muster roll employment and whether they are also entitled to counting of 50% of their service rendered as daily wage/muster roll workmen for the purpose of pensionary/terminal benefits and if so, what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. On behalf of the workmen Shri B.K.Prasad appear and seeks time. More than two years passed but claim statement not filed on behalf of the workmen. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.
4. Since the workman has neither put in his appearance nor filed on his behalf any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

JUSTICE VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 05.12.2022

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 413.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राष्ट्रीय लघु उद्योग निगम लिमिटेड, एनएसआईसी भवन, ओखला औद्योगिक एस्टेट, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री एस.एम. नोमान, द्वारा-एनएसआईसी ऑफिसर्स एसोसिएशन, ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 01/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.03.2023 को प्राप्त हुआ था।

[सं. एल-42012/31/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 413.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2021) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The National Small Industries Corporation Ltd. ,NSIC Bhawan, Okhla Industrial Estate, New Delhi, and Shri S.M Nomaan ,Through – NSIC Officers Association, Okhla Industrial Estate, New Delhi, which was received along with soft copy of the award by the Central Government on 10.03.2023.

[No. L-42012/31/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 01/2021

Date of Passing Award- 24.02.2023

Between:

Shri S.M Nomaan,
Through – NSIC Officers Association,
Gate No-03, NSIC Exhibition Complex,
Okhla Industrial Estate, New Delhi-110020.

Workman

Versus

The National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate,
New Delhi-110020

Management

Appearances:-

None for the Claimant

None for the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of M/s National Small Industries Corporation Ltd. and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-42012/31/2020(IR(DU)) dated 22/12/2020 to this tribunal for adjudication to the following effect.

“Whether Mr. S.M Nomaan, Dy. General Manager (A/cs) in the National Small Industries Corporation Ltd. (a Government of India enterprises), New Delhi is workman as defined under section 2(s) of the Industrial Disputes Act, 1947?

If yes, whether the transfer order dated 27.07.2020 are issued by the Management of National Small Industries Corporation Ltd. NSIC for transfer of Mr. S M Nomaan, Dy. General Manager(A/cs) as raised by NSIC Officers Association vide letter dated 17.08.2020 is proper, legal and justified? If not, then what relief Mr. S.M Nomaan is entitled to and what directions, if any, are necessary in the matter?

As per the claim statement the claimant is serving as the Deputy General Manager in NSIC Ltd. a Government of India Enterprise and working in New Delhi. On 27.07.2020 by an order the Management transferred the claimant from Branch office Faridabad to Branch office Naini Allahabad, ignoring its own letter dated 30.03.2013. On the date of transfer the claimant was the joint secretary of the NSIC officer association which was actively taking up issues relating to the

welfare of the employees of the corporation. The order of transfer of the claimant was intended to weaken the association activities and the said order was passed when the claimant was a protected workman. Thus the association took up the issues, served a demand notice on the Management and an Industrial Dispute was raised before the conciliation officer. The conciliation since failed, the appropriate Government referred the matter for adjudication. Notice being served both the claimant and the Management appeared. The claimant filed the claim statement supported by documents praying a direction to the Management to cancel the order of transfer. The Management though took adjournment did not file w/s and thus issues were not framed.

When the claimant was called upon to adduce evidence he did not appear and the matter was reserved for passing or award.

The stand taken in the claim petition is not proved and substantiated for want of oral and documentary evidence adduced by the claimant. Hence this no dispute award is passed.

ORDER

The reference be and the same is dismissed as not proved and accordingly, answered against the claimant this no dispute award is passed and forwarded. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 414.—औद्योगिक विवाद अधिनियम, 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक प्रबंध तंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 1 चंडीगढ़ के पंचाट संदर्भ संख्या (21/2020) को प्रकाशित करती है।

[सं. एल - 39025/01/2023- आई आर (बी. II) -02]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.21/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Chandigarh as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2023- IR(B-II) -02]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No.21/2020

Registered on:-19.01.2021

Sh. Ankit, S/o Sh. Ravinder Kumar, R/o Small Flats Area, Flat No.281-A, Part-2, Mauli Jagran, Chandigarh

.....Workman

Versus

The Assistant General Manager, Circle Office, Canara Bank, Sector
34-A, Chandigarh

.....Respondent/Management

Appearances

For the Workman	None
For the Management	None

Award**Passed On:-26.12.2022**

1. The workman Ankit S/o Ravinder Kumar has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter called the Act) with a prayer to reinstate on the same post with full backwages considering his previous service as continuous with all benefits related to him along with full expenses of Court case. The brief facts relevant for deciding this claim petition is that the workman was working with the Bank from 16.10.2017 to 27.03.2020 as House Keeper-cum-Peon.
2. Management filed written statement and stated that claim statement submitted by the workman is not, at all, maintainable either under the process of law or on facts and the same deserves to be dismissed in limine. The respondent Bank is a public sector undertaking of Central Government of India governed of India in the matter of recruitment. The Respondent Bank has well established provisions, set of rules and norms of recruiting/appointing employees in each cadre. The subordinate employees of the Bank who are responsible & Up-keeping the branches called as House Keeper-cum-Peon are recruited by identifying the names from the District Employment. The disengagement of the workman from a temporary engagement on daily wage basis as alleged, though not admitted, even cannot be considered as retrenchment. The employees who are not recruited by observing statutory rules are not the workers within the definition of a Workman as defined under the Industrial Disputes Act, 1947. The respondent Bank has never engaged the workman as claimed by him in his statement of claim and there was indeed no privity of contract whatsoever between the Workman and the Respondent-Bank. The present dispute raised by the workman through his statement of claim is without any merits or basis as such there is no justification in the same. Neither any appointment letter nor termination letter was ever issued by the Respondent-Bank to the workman. It has also stated in the written statement that workman has raised the present dispute with ulterior motive, just to humiliate and harass the respondent Bank.
3. At the stage of filing replication by the workman none turned up on behalf of the workman, which shows that workman is not interested in adjudication of the case on merit. As such this Tribunal is left with no alternative except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the instant reference ID No.21/2020.
4. Let copy of this award be sent to the
Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 415.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, जवाहर लाल नेहरू मार्ग, मिंटो रोड, दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री भूपिंदर, कामगार, द्वारा-ऑल इंडिया इंजीनियरिंग जनरल मजदूर यूनियन, (पंजीकृत संख्या 2566) प्लॉट नंबर 50, करण विहार-2, गली नंबर 10, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण. सह-श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 46/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17/03/2023 को प्राप्त हुआ था।

[सं. एल-42011/42/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 415.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2020) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, Municipal Corporation of Delhi, Jawahar Lal Nehru Marg, Minto Road, Delhi, and Shri Bhupinder, Worker, Through All India Engineering General Mazdoor Union, (Regd.No.2566) Plot No. 50, Karan Vihar-2, Gali No.10, New Delhi, which was received along with soft copy of the award by the Central Government on 17.03.2023.

[No. L-42011/42/2020-IR (DU)]

D.K.HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT DELHI - 1

Present : Justice Vikas Kunvar Srivastava (Retd.)
(Presiding officer)
CGIT, Delhi-1

ID No.46/2020

Shri Bhupinder S/o Shri Mange Ram
Through All India Engineering General Mazdoor
Union, (Regd.No.2566) Plot NO.50,
Karan Vihar-2, Gali No.10,
New Delhi-110086.

Claimant...

Versus

The Commissioner,
Municipal Corporation of Delhi,
Dr. S.P. Mukherjee Civic Center,
Jawahar Lal Nehru Marg, Minto Road,
Delhi – 110 002

Management...

None for the claimant

Shri Ankit Kaushal, AR for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.42011/42/2020-IR(DU) dated 10.08.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the termination w.e.f. 03.07.2013 of the services of Sh.Bhupinder S/o Sh.Mange Ram by the management of South Delhi Municipal Corporation, New Delhi as raised by All India Engineers and General Mazdoor Union is proper, legal and justified? If yes, to what relief is he entitled and what directions, if any, are necessary in this regard ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the

fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

JUSTICE VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 15.12.2022

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 416.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डीडीजीएमएफ, क्यूएमजी की शाखा एमओडी (सेना) का आईएचक्यू, वेस्ट ब्लॉक-III, आर.के.पुरम, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और महासचिव, सैन्य फार्म अराजपत्रित कर्मचारी संघ, अम्बाला कैंट (हरियाणा), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 135/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17/03/2023 को प्राप्त हुआ था।

[सं. एल -14011/2/2019-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 416.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 135/2019) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The DDGMF, QMG's Branch, IHQ of MOD (Army), West Block-III, R.K.Puram, New Delhi, and The General Secretary, Military Farm Non-Gazetted Employees Union, Ambala Cantt (Haryana), which was received along with soft copy of the award by the Central Government on 17.03.2023.

[No. L-14011/2/2019-IR (DU)]

D.K.HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE JUSTICE VIKAS KUNVAR SRIVASTAVA (RETD.), PRESIDING OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NEW DELHI - 1

ID. No. 135/2019

Dr. Nandoo Yadav, General Secretary,
Military Farm Non-Gazetted Employees Union,
Ambala Cantt (Haryana)-133001.

.....Workman

Versus

The DDGMF,
QMG's Branch, IHQ of MOD (Army)
West Block-III, R.K.Puram,
New Delhi-110022.

.....Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.14011/2/2019-IR(DU) dated 11.06.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether military farms are industry under ID Act 1947, and whether employees inclusive of contract/casual workers working in the establishment of Military Farms spread over the country fall under the definition of workmen. 2. Whether the action of management of Military Farms to close the Military Farms without following provisions of Industrial Disputes Act, 1947, is illegal and unjustified? If so, to what relief the concerned workmen are entitled to?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

JUSTICE VIKAS KUNVAR SRIVASTAVA, (Retd.), Presiding Officer

Date: 12.10.2022

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 417—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, एम्स, अंसारी नगर, नई दिल्ली, के प्रबंधन के संबंधित नियोजकों और अध्यक्ष, एम्स नर्स यूनियन, कमरा नंबर 06, नर्स हॉस्टल (नया निजी वार्ड), अंसारी नगर, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 118/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17.03.2023 को प्राप्त हुआ था।

[सं. एल -42011/38/2021-आईआर (डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 417.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 118/2021) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, AIIMS, Ansari Nagar, New Delhi, and The President, AIIMS Nurses Union, Room No.06, Nurses Hostel (New Private Ward), Ansari Nagar, Delhi, which was received along with soft copy of the award by the Central Government on 17.03.2023.

[No. L-42011/38/2021-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1**

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.), (Presiding officer) CGIT, Delhi-1

ID No. 118/2021

The President,
AIIMS Nurses Union, Room No.06,

Nurses Hostel (New Private Ward)
Ansari Nagar, Delhi-110029.

Claimant...

Versus

The Director,
AIIMS, Ansari Nagar,
New Delhi-110029.

Management...

None for the claimant
Shri Sanjay Kumar Pathak, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/38/2021-IR(DU) dated 27.07.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the demands (except Demand No.17) raised by AIIMS Nurses Union vide their strike notice dated 23.11.2020 to the management of AIIMS, New Delhi are proper and legally justified ? If yes, then to what relief the union is entitled and what directions, if any, are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 09.02.2023

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट संदर्भ संख्या (53/2017) को प्रकाशित करती है।

[सं. एल -12012/30/2017-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 53/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/30/2017– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT
KANPUR**

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 53 of 2017

L-12012/30/2017-IR(B-II) dated 17.07.2017

BETWEEN

Shri Kamal Kishor Katiyar S/o

Late Shri Mangu Lal Katiyar

Vill. Kurmi Kalan Kheda,

Post: Chaubeypur, Distt. Kanpur Nagar

Kanpur(U.P)-209203

AND

1. The Zonal Manager,

Central Bank of India,

23, Vidhan Sabha Marg,

Lucknow -226001

2. The Regional Manager,

Central Bank of India, Regional office,

117/H-1/240, Pandu Nagar,

Kanpur(U.P)-209203

3. The Branch Manager,

Central Bank of India,

Chaubeypur Branch,

Kanpur(U.P)-209203

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India in letter no. L-12012/30/2017-IR(B-II) dated 17.07.2017.

SCHEDULE

“Whether the termination of service of Shri Kamal Kishor Katiyar S/o late Shri Mangu Lal Katiyar w.e.f 01.01.2016 who stated to have worked with Central Bank of India, Chaubeypur Branch, Kanpur from 01.06.2000 to 31.12.2015 is just, fair and legal? If not, what relief the workman is entitled to?”

The averments of claimant workman in his statement of claim may be summarized as mentioned below :-

The claimant has been working in the Central Bank of India, Chaubeypur branch w.e.f 01.06.2000 on the post of peon. The work and conduct of the claimant was most satisfactory with the opposite party bank. Claimant workman continuously worked as peon without any break and completed 240 days in the calendar year since in the year 2000. On 01.01.2016 opposite party bank illegally and in arbitrary manner terminated the service of the claimant workman without issuing any prior notice. The work performed by the claimant workman was purely regular in nature. Claimant workman raised his grievance of illegal termination before the management of the Central Bank of India but management was reluctant to take any action. Management of Central Bank of India violated the provisions of section 25F of the Industrial Disputes Act, 1947 as they terminated the service of claimant workman without retrenchment compensation or any prior notice to him. After termination claimant workman is suffering from financial crisis and has prayed before the Tribunal to declare the termination of claimant workman as illegal and to reinstate him in service with back wages and other consequential benefits.

The averments of the O.P management made in written statement may be summarized as stated hereafter :-

There is a prescribed procedure for recruitment of sub-ordinate staff in the respondent bank and applicant did not undergo the said procedure. It is settled law of the land that services of appointed person can be terminated. In this matter, claimant wants back door entry which is not permitted in the eyes of the law. Bank has taken the stand that courier services were availed by Chaubeypur branch of the bank for which rent was paid. Since this was a contractual service and comes under the ambit of section 2{oo}{bb} of the Industrial Disputes Act, 1947 [14 of 1947]. It is pleaded here that no wages was paid by the bank to the applicant. It is made clear that claimant has no locus-standi to raise instant dispute. It is prayed by management to pass negative award against claimant as the demand made by applicant has no substance hence untenable in the eyes of law.

The averments of claimant workman in his rejoinder may be summarized as below:-

The management has admitted the fact that the concerned workman was in the employment of the management. Management is also bound to file written contract arrived at between the management and the employee to establish the fact that the workman was on contractual engagement. In the absence of any written contract, provisions of section 2(oo)(bb) of the Act are not applicable in the present dispute. It is obligation of the management to prove that the worker has not completed 240 days of continuous service by filing relevant records before this Tribunal. In the absence of the same it is to accepted that the worker had completed 240 days of continuous service during preceding 12 calendar months from the date of his termination.

On behalf of claimant workman it is prayed that the reference may be answered in favour of the worker and against the management reinstating the worker in the service of the bank with full back wages, consequential benefits and other correlated benefits attached with the post of peon.

It is revealed from the record that after 08.03.2022 the claimant workman did not appear. Neither documentary nor oral evidence was adduced on his behalf. Pleadings cannot be read as substantive evidence. The averment of the O.P management that there was no master-servant relationship between the O.P management and the claimant workman has not been refuted by the claimant workman by adducing substantive evidence. This apart, the burden that the claimant workman had worked for 240 days under the O.P management during the preceding 12 calendar months prior to disengagement lies on the claimant workman which has not been duly discharged by the claimant workman. A person who has not under gone regular selection process is not legally entitled to be absorbed in regular jobs of sub staff of nationalised bank. In view of the scenario stated above the reference is answered with NIL award.

Parties are left to bear their respective costs.

Date: 28.12.2022

SOMA SHEKHAR JENA HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 419.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक अब केनरा बैंक प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट संदर्भ संख्या (52/2020) को प्रकाशित करती है ।

[सं. एल -12011/44/2020—आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 52/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank (now Canara Bank) and their workmen.

[No. L-12011/44/2020—IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 52 of 2020

L-12011/44/2020-IR(B-II) dated 16.12.2020

BETWEEN

The Prabal Pratap Singh,
Executive Committee member,
U.P. Bank Workers Organization,
2-Naveen Market,
Kanpur (U.P.)-208001

AND

The General Manager (P),
Syndicate Bank (now Canara Bank)
U.P. Bank Workers Organization,
2-Naveen Market,
Lucknow-208001

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter no. L-12011/44/2020-IR(B-II) dated 16.12.2020.

SCHEDULE

1. 'Whether the action of the management of Syndicate Bank (now Canara Bank) in not considering the request transfer of Shri Pratap Vikram Singh, Clerk from Sapnavat Branch, Distt. Hapur to the places of his request viz. Raebareli, Mohanlal Ganj and Nigoha and transferring him to Lalganj, Raebareli vide order dated 09.12.2019 is just, fair & legal? If not, to what relief the workman is entitled to ?'

On receipt of notification, notices were issued to both the parties on 24th June 2021 fixing 31.08.2021 for filing of statement of claim. But none appeared on behalf of claimant workman nor on the behalf of O.P. management on the date fixed.

On perusal of the record it is found that though several dates were fixed for filing the statement of claim but none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant union for submitting statement of claim; the union failed to present the case before the Tribunal. On 28.09.2022 the case was reserved for final award for non-appearance of the workers' union.

From the aforesaid circumstances it is presumable that the claimant workman and the union are not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 12.10.2022

SOMA SHEKHAR JENA HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, श्री नगर, गढ़वाल, उत्तराखंड; एमएस. सुरेश राणा सुरक्षा एजेंसी, एच.एन.ओ. 6, आशीर्वाद एन्क्लेव, बल्लूपुर, देहरादून, के प्रबंधन के संबद्ध नियोजकों और श्री महेश चंद्र सिंह रावत, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 24/2017) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.03.2023 को प्राप्त हुआ था।

[सं. एल -40012/03/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 420.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2017) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Sanchar Nigam Ltd., Sri Nagar, Garhwal, Uttarakhand ; M/s. Suresh Rana Security Agency, H.No. 6, Ashirwad Enclave, Ballupur, Dehradun, and Shri Mahesh Chandra Singh Rawat, Worker which was received along with soft copy of the award by the Central Government on 10.03.2023.

[No. L-40012/03/2017-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 24/2017

Date of Passing Award- 24.02.2023

Between:

Shri Mahesh Chandra Singh Rawat,
Old Post Office, P.O. Jayaharikhal,
Pauri Garhwal, Uttarakhand-246193

....Workman

Versus

1. General Manager,
Bharat Sanchar Nigam Ltd.
Sri Nagar, Garhwal, Uttarakhand

2. M/s. Suresh Rana Security Agency,
H.No. 6, Ashirwad Enclave,
Ballupur, Dehradun-248001

....Management

Appearances:-

None for the Claimant

Sh. Atul Bhardwaj (A/R) for Management no.1 i.e. BSNL

None for the Management no.2

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of (i)General Manager, Bharat Sanchar Nigam Ltd. (ii) M/s Suresh Rana Security Agency, and its workman/claimant herein, under clause (d) of sub section (1)and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-40012/03/2017-(IR(DU)) dated 06/07/2017 to this tribunal for adjudication to the following effect.

“Whether the action of management of M/s Suresh Rana Security Agency in terminating the services of the workmen Shri Mahesh Chandra Singh Rawat is illegal and unjustified, if so then what relief the workman is entitled?”

As per the claim statement the claimant was working with mgt. no. 1 BSNL as a guard with effect from 17.01.2010 and his last drawn salary was 6500 per mont . He was appointed by the oral order of the SDO Sh. Ranjan Lal Sha, and working continuously to the satisfaction of the employer. Suddenly, the mgt. of SBSNL entered into a contract with a contractor that is Respondent n0. 2 without any intimation to the claimant his service was placed under the disposal of the contractor. As per the agreement between mgt. 1 and 2 though the claimant was to get Rs. 12203 as salary per month, he was getting 6500 only he was not even paid the minimum wage as notified by the state Government when the claimant raised objection in respect of the same he was assured of payment of the arrears salary but on 02.06.2016 a false complain was made against the claimant at the Police station which was later on withdrawn. On 02.08.2016 a later of termination was handed over to the claimant. At the time of such termination the provisions of sectiOn 25 F 25G and 25 Here violated by the mgt. to the prejudice of the claimant. Being aggrieved he served demand notice and raised a dispute before the conciliation officer since the conciliation failed, the appropriate Government referred the matter to this tribunal for adjudication on legality and fairness of the order of termination. Hence in this claim petition the claimant has stated that an award may be passed in favour of the workman directing the mgt. no.1 to reinstate him in service with continuity and consequential benefits.

Notice being aggrieved the Respondent no. and 2 appeared and filed their separate written statement and the claim filed rejoinder.

The mgt. of BSNL who is respondent no 1 has denied the employer employee relationship between the mgt. 1 and the claimant. It has been pleaded that the BSNL is a state owned company having its own procedure for recruitment. The SDO is not authorized to make any appointment. While denying all other claims as advanced by the claimants, mgt. 1 has pleaded for dismissal of the claim petition.

The mgt. 2 in its w/s has admitted that the claimant was its employee and deputed to work in the premises of BSNL as a Security Guard. On 02.06.2016, while on duty he misbehavior an officer of BSNL and on enquiry it was found that the claimant is in the habit of misbehaving others. As such his service for the misconduct was terminated. After such termination again he was reinstated into service on 2.08.2016 by M2 and asked to join in the premises of BSNL Ruder Prayag Utrakahand. But n ever joined. Hence, It cannot be construed as a case of illegal termination and the claimant is not entitled to the relief prayed for. On this rival pleadings the following issues are framed for adjudication.

Issues

1. If the proceedings is maintainable.
2. If the termination of the workman by respondent no.2 is legal & justified.
3. If the workman is entitled to reinstatement to service, with back wages.
4. To what other relief the parties are entitled to.

The claimant was allowed several opportunity for adducing evidence and production of secondary evidence as order on 29.01.2020. But the claim failed to adduce evidence. In view of the same the mgt. also denied to adduce evidence and the case was reserved for passing of the award.

No oral or document evidence has been field by the claimant to substantiate the stand taken in the claimant petition. Hence the reference is answered against the claimant and held liable for dismissal.

ORDERED

The claim be and the same is answered against the claimant and this no dispute award is passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 421.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (69/2012) प्रकाशित करती है।

[सं. एल-12012/24/2012- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 421.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 69/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/24/2012- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 69 of 2012

L-12012/24/2012-IR(B-I) dated 19.07.2012

BETWEEN

Late Ram Surat Mishra, S/o Late Hira Mishra,
Post & Mohalla Bilthara Road,
District Ballia (U.P)

AND

1. The Asstt. General Manager, State Bank of India, Region-3, Varanasi Cantt., Varanasi (U.P).
2. The Chief Manager, State Bank of India, Region-3, Varanasi Cantt., Varanasi (U.P).
3. The Branch Manager, State Bank of India, Bilthara Road Branch, Distt. Ballia (U.P)

AWARD

By order No. L-12012/24/2012-IR(B-I) dated 19.07.2012 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute for adjudication to this CGIT-cum-Labour Court, Kanpur.

The reference under adjudication is as under:

“Whether the action of the management of State Bank of India in terminating the services of Shri Ram Surat Mishra w.e.f 26.07.2010 is legal and justified? To what relief the workman is entitled?”

The averments made by the deceased workman in his claim statement are concisely stated as follows:-

The claimant Ram Surat mishra was engaged as messenger on 23.06.1986 as full time casual worker and he performed miscellaneous duties besides performing the job of messenger till 25.07.2010.

The claimant worked from 23.07.1986 to 25.07.2010. This fact has been stated in the report of the conciliation officer at Allahabad, but the payment was made only for 89 days.

The claimant worked for three years continuously. Over all he put in more than 20 years of intermittent service to the same establishment- SBI Bilthara Road, Ballia.

The claimant ceased to be regarded as Badli workman since he has put in more than one year of continuous service in the same establishment.

The complainant was receiving payment on different dates by giving signatures on the reverse side of the bank vouchers in the form of cash.

All the vouchers regarding payments for different reasons are filed in bank records.

The bank has to strictly follow the Industrial Employment (standing orders) Act 1946. Under the said act the employer is required to define with certainty, conditions of service in their establishment to reduce them in writing and to get them certified with a view to avoid unnecessary industrial disputes. The employer cannot enter into an agreement with a workman which is inconsistent with the standing orders of the establishment.

The claimant has worked for 89 days between the period 23.06.86 to 30.07.87 and remaining for 3 years from 2006 to 2009 and intermittent period upto 27.07.2010, again he was called to work in the year 2011, in the same year he was under treatment between 05.07.2011 to 30.09.2011.

The claimant suffered injuries while doing routine works of the branch as assigned to him, unfortunately one day he fell down from the office stairs and his right leg fractured and due to the fracture he could not perform his duties for two months, this fact was taken into account in the report of the Conciliation Officer, Allahabad.

Stating as above, the deceased workman had prayed for a direction to the O.P for regularization of his services with back wages and reimbursement of medical expenses.

The averments made by the O.P management in the written statement are precisely stated as follows:-

The records of Bilthara road, Ballia branch of O.P Bank of the year 1986-87 are not available for verification. Applicant workman was engaged by the Branch Manager for 51 days from 23.06.1986 to 23.02.1987, for 38 days from 01.04.1987 to 15.06.1987, for 30 days from 01.11.2009 upto 30.11.2009, for One day on 25.07.2010. Claimant had not worked continuously for 240 days as casual labourer and as such he was not entitled to get any protection under 25B and 25F of Industrial Disputes Act, 1947. It has been stated by the bank that several settlements were arrived at giving chance to the temporary employees and casual labourers who had worked in the years 1987, 1988 and 1991 to get permanent employment under the O.P management. It is stated by the O.P bank that interviews were conducted by a committee and suitable employees were absorbed in permanent vacancies and a list prepared by the committee was kept alive till march 1997 as per settlement dated 09.06.1995 arrived before the Regional Labour Commissioner, Hyderabad. The claim for regularization and other relief made after lapse of 16 years are unsustainable.

In the rejoinder the widow of the deceased workman had averred that the workman had worked for about 20 years and the O.P management had made payment in cash through vouchers. He worked continuously for 3 years from 2006 to 2009. His roll number in the interview was 78. While he was working in the branch in 2011 he fell from the staircase and his leg was fractured but he was not compensated by the O.P branch. His engagement was terminated without any prior notice.

The points of determination are as follows:-

1. Whether termination of services/engagement of Ram Surat Mishra by management of State Bank of India is untenable in law?
2. Whether the claim of Ram Surat Mishra for a direction to regularize his services and to accommodate him in permanent post with back wages is permissible in the eye of Law?
3. To what other relief the substituted legal representative of the deceased workman are legally entitled?

All the above stated points are taken together for discussion for sake of convenience.

On behalf of the deceased workman it is asserted that the deceased Ram Surat was originally engaged as messenger on 23.06.1986 as a full time casual worker and that he had worked from 23.06.1986 to 25.07.2010. It is claimed that the deceased Ram Surat Mishra (here-in-after stated as deceased workman) had worked 3 years continuously in State bank of India, Bilthara road, Ballia and then he had put in continuous service exceeding one year in the said establishment. It has been submitted that the deceased workman was receiving payments on different dates by giving signatures on the reverse side of bank vouchers. It is vehemently submitted on behalf of the deceased workman and his legal representative (L.R) that the disengagement of Ram Surat Mishra was against the Industrial Employment standing order 1946. It is contended that due to a fracture at his leg the deceased workman could not work. It is submitted that the deceased workman had worked 120 days in the State Bank of India. It is also contended that as per the provisions of Bipartite settlement between bank employees and banking management the deceased workman was legally entitled to have been absorbed in permanent post by the management. It is vehemently submitted that since the disengagement of the deceased workman was retrenchment without retrenchment compensation and retrenchment notice with violation of the 25 F of Industrial Disputes Act he is entitled for reinstatement with full backwages. In support of aforesaid stand on behalf of Legal Representative of deceased workman attention of the Tribunal was drawn to evidence deposed by WW2 Lal Bahadur and the evidence deposed by witness Kalp Nath. On analysis of evidence adduced before this Tribunal, it is manifest that the deceased workman had worked for 89 days during the year 1986-1987 as revealed from paper no. 12/4 and paper no 2/16. It is seen from paper no. 2/18 that during the period from 1.11.2009 upto 20.11.2009 the deceased workman had worked for 30 days on receipt of wages of Rs 500/- and on 25.06.2010 for one day of wage of Rs100/-. It is pointed out by the O.P that even if the claim of deceased workman and documents filed on behalf of the claimant are accepted on face value the deceased workman may be accepted to have rendered service for 120 days as a casual workman and the law does not permit to regularize the service of such workman or to absorb him in permanent vacancy. In support of such a stand the attention of the Tribunal was drawn to evidence deposed by W.W.2. It is emphatically stated that W.W.2. Lal Bahadur has admitted that he retired from bank service in the year 2005. His act of issuance of certificate on 23.12.2013 vouching rendering of job to the deceased workman without verification of record appears to be controversial W.W.2 had admitted that the workman Ram Surat was not appointed as per rules and approved procedures followed in nationalised banks. The claim of the deceased workman that he was appointed as messenger without supportive documents is unsustainable and unacceptable in the eye of law. In other words the claim of the deceased workman that the deceased workman was originally appointed as messenger is unacceptable. Rather the stand of O.P that the deceased workman might have been engaged as casual daily wager is found to be of greater trustworthiness. It is otherwise clear that the claim of the substituted legal representative that the deceased workman had worked for 240 days under O.P management during preceding year is found to be without truthfulness. Since the deceased workman had worked for 89 days during the year 1986-1987 and 30 days from 01.11.2009 to 30.11.2009 and one day on 25.06.2010 as casual daily wager engaged on contractual basis there is no patent illegality of the O.P in not extending his engagement under the O.P. In other words the deceased workman had no legal right to claim for extension of his engagement or employment under the O.P as a matter of right. Answer to this point goes against the substituted legal representative of the deceased workman.

It is manifest from the documents that the deceased workman was engaged by the O.P as a casual daily wager. It is a matter of common knowledge that in public sector banks the workmen are appointed under the rules and procedures. Simply because deceased workman Ram Surat had worked for 89 days during the year 1986-1987 and 30 days from 1.11.2009 to 30.11.2009 and one day on 25.07.2010. there is no justifiable legally enforceable ground for a direction for absorption of the deceased workman in any permanent vacancy of the O.P. From the evidence of W.W.2 Lal Bahadur it is otherwise clear that Ram Surat was engaged on a need basis to provide water on daily wage basis as a casual worker. Law is well settled that a casual worker, daily wager or person engaged on contractual basis has no legal right to be absorbed in permanent vacancy or to get continuance of appointment/engagement with regularization which is most likely to amount to back door entry contrary to mandate of the Constitution. Since Ram Surat Mishra was engaged as casual worker on daily wage basis his termination cannot be equated with retrenchment under the Industrial Disputes Act and the safeguard

like notice, notice pay and retrenchment compensation enshrined in section 25 F of ID Act are not applicable to the deceased workman. The point is answered against the deceased workman and substituted legal representative. For the sake of further clarification, the claim for back wages is untenable.

On behalf of the O.P it is contended that the claim statement has been submitted without any supporting affidavit and no relief can be granted in favour of the deceased workman or in favour of substituted legal representative. On the other hand it is seen that the proceeding continued before this forum for a long period and the point of absence of the affidavit of the original deceased workman was not raised. The absence of an affidavit can be read as technical deficiency but for that shortcoming substantive justice cannot be side tracked. legal representative Ratna wati is the widow of the deceased Ram Surat Mishra. Deceased had worked as casual worker on daily wages basis at different spells as discussed in foregoing paragraphs. He was disengaged without any warning or in consequence of any disciplinary action. To ascertain the exact nature of appointment of deceased Ram Surat Mishra it is prudent to refer to the award on the Industrial Dispute between certain Banking companies and their workman (popularly known as Shastri Award) reprinted by the Indian Bank Association, Bombay published with permission of Government of India in 1988. At para 508 of aforesaid award it is mentioned as follows:-

Classification of employees- We direct that employees shall be classified as :-

- a. permanent employees;
- b. probationers;
- c. temporary employees; and
- d. part-time employees;

these expressions having the following meanings:-

- a. “permanent employee” means an employee who has been appointed as such by the bank,
- b. “probationer” means an employee who is provisionally employed to fill a permanent vacancy or post and has not been made permanent or confirmed in service,
- c. “part-time employee” means an employee who does not or is not required to work for the full period for which an employee is ordinarily required to work for the full period for which an employee is ordinarily required to work and who is paid on the basis that he is or may be engaged in doing work elsewhere.

As per para 522(4) the services of any employee other than permanent employee or probationer may be terminated after 14 days notice and if such an employee leaves service without giving such notice he shall be liable to a week's pay (including all allowances). Though deceased Ram Surat Mishra was engaged as purely temporary worker from the evidence adduced by the parties it can be reasonably concluded that he fell in the category of temporary employees and for termination of his engagement the procedure mentioned in para 522(4) should have been adopted by the management of the bank which has not been followed in this case. Law is well settled that even if termination or retrenchment is held to be irregular or illegal reinstatement with back wages is not the judicial remedy to which the workman is entitled, rather the terminated workman may be entitled only for compensation (in 2021 LLR 392 Dileep Kumar Sharma v/s The Assistant General Manager, UCO Bank pronounced by the Hon'ble Madhya Pradesh High Court).

Under such circumstances, in view of the spirit of case law reported in **2006 (109) FLR 204 Supreme Court Civil appeal no 1270 of 2006 Feb. 24, 2006 Between Branch Manager M.P State Agro Industries Development Corp. and S.C. Pandey** and the

case law Dillip Kumar Sharma v/s UCO Bank (supra) the widow and the successors of deceased Ram Surat Mishra are entitled to get compensation which was receivable by Ram Surat Mishra. At this distant point of time the amount of compensation cannot be worked out with mathematical exactitude. Needless to say exact wages paid to the deceased workman for his work are not clear. In such circumstances guess work blended with reasonableness can be invoked for rendering justice to the parties. Since Ram Surat Mishra had worked for 120 days in toto and good number of days as a casual worker within time period from 23.06.1986 till 26.07.2010 he is entitled to get compensation of amount Rs 2 (Two) Lakhs which shall be deposited in the joint account of his widow and children within 30 days from the date of publication of the award failing which the banking management is liable to pay interest at lowest commercial rate chargeable by the bank.

From the evidence found in the record it is not clear as to what expenditure was borne by the deceased workman for the fracture. It is not clear if the O.P management could be held responsible for the fracture sustained by the workman. In such a scenario no separate compensation is given for treatment of the fracture.

In view of the nature of dispute parties are left to bear their respective costs.

This order shall not preclude the banking authority to engage any of the surviving successors of Ram Surat Mishra on any casual daily engagement if found suitable as per rules.

KANPUR.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 422.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (81/2018) प्रकाशित करती है।

[सं. एल- 12025/01/2023- आई आर (बी-1)-22]

सलोनी , उप निदेशक

New Delhi, the 6th April, 2023

S.O. 422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 81/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023– IR(B-1) -22]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

Present : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 81 of 2018

BETWEEN

Manish Kumar S/o Shiv Pujan Kanojia,
Mohalla Khasanpur, Post- Sadar
District:- Jaunpur-222001
represented by Chandra Shekhar Srivastava
89/75, Naya Barhana,
Allahabad-211003

AND

1. Branch Manager,
State Bank of India,
Branch- Karakat
District: Jaunpur- 221002
2. Regional Manager,
State Bank of India,
Administrative Office
District- Varanasi-221002

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties. In the statement of claim filed by the claimant workman before this Tribunal Claimant has prayed for direction of this Tribunal to the O.P management for reinstating him in the post of business correspondent with payment of backwages on average pay from the date of termination that is 31.01.2018 On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority on the date fixed. Later on 21.01.2021 O.P management filed written statement and case was fixed for filing of rejoinder by the claimant workman and for filing of documents.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder and documents by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder and documents; the claimant workman failed to present the case before the Tribunal at different stages of proceeding i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. Termination of a worker on expiry of period of contract is no retrenchment. The provisions of section 25F of the Industrial Disputes Act, 1947 are applicable for only retrenched employees. Later the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 07.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 423.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (116/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-27]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 423.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 116/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryvart and their workmen.

[No. L-12025/01/2023- IR (B-1) -27]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

Present : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 116 of 2019

BETWEEN

Shri Yogesh Kumar S/o Sundar Lala
Through Shri Avinash Yadav
the General Secretary U.P Gramin Bank Kamgar Union,
Bajaramau, Chaubeypur, Kanpur(U.P)-209203

AND

The General Manager,
Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 15.02.2019

On 15th February 1919 the statement of claim was filed by the claimant union before this Tribunal. On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 29.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant workman failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union none appeared on behalf of the claimant union before this Tribunal. Despite giving ample opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances casual workers engaged on daily wages are not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 17.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 424.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (39/2016) प्रकाशित करती है।

[सं. एल- 12025/01/2023- आई आर (बी-1)-28]

सलोनी , उप निदेशक

New Delhi, the 6th April, 2023

S.O. 424.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 39/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023- IR (B-I)-28]

SALONI, Dy. Director

ANNEXURE**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR****Present : SOMA SHEKHAR JENA, HJS (Retd.)****I.D. No. 39 of 2016****BETWEEN**

Shri Noorul Hasan s/o Anwar Ali
C/o Shri R.P. Singh , 3/13
Aligarh-202001 ,

AND

1. The Chief Manager, State Bank of India
Kshetriya Vyavsaik Karyalaya,
Swarn Jayanti Nagar, Aligarh-202001
2. Branch Manager, State Bank of India
Branch-Tappal, District Aligarh- 202165

AWARD

This award arises in respect of the industrial dispute referred to this Tribunal in letter no. K:7 (16)/2016/1 dated 23.11.2016 under section 2A of Industrial Dispute Act, 1947 (herein after stated in short as ID act) issued by the Deputy Chief Labour Commissioner (Central)), Kanpur.

In brief case of the claimant workman as revealed from his statement of claim is concisely stated as narrated here in after On 01/10/2009. Claimant workman (Noorul Hasan) was engaged as sweeper in the branch of the State Bank of India Tappal. He was paid daily wages of Rupees 250 per day and Rs.1500 every month as wage towards providing water. It is stated by the claimant workman that from 01/10/2009 he had worked continuously. He was doing the outside work for the branch of the bank. On 01/01/2016 the claimant workman was disengaged by the bank without compliance of the Industrial Disputes Act. Claimant workman has prayed for direction of reinstatement with back wages and to absorb on permanent post and other consequential benefits. On behalf of the O.P. bank written statement has been filed with averments which are summarized as mentioned here in after: Claimant workman had never worked in the offices of the Chief Manager Administrative and Regional business office. Claimant workman was engaged as canteen boy by the local implementation committee of the State Bank of India Tappal branch on need basis on remuneration on agreed terms between the parties. It is averred by the O.Ps that as per the record of the local implementation committee the claimant workman remained absent which effect from 01/01/2016. His engagement was not terminated by the bank. In substance, O.P. side has taken stand that the dispute raised by the claimant workman is no industrial dispute. It is stated by the O.P. side that there is no legal basis to reinstate the claimant workman as permanent subordinate staff of the bank. In the rejoinder filed by the claimant workman he has asserted his claim for absorption in the permanent job of the subordinate staff of the State Bank of India .

The following points are to be answered for disposal of this dispute:-

1. Whether there was employer employee relationship between the management of the State Bank of India and the claimant workman?
2. Whether the claimant workman is legally entitled for absorption as subordinate staff of the State Bank of India? To what other relief the claimant workman is legally entitled? From the sake of convenience the point no. 1. and 2. are taken up for discussions synchronously.

While adducing evidence the claimant workman has referred to letter no. DR/2009-10/277 dated 02.03.2010 as has been exhibited. (Paper no.7/3) Though O.P. side refutes that the said paper is of questionable genuineness the said paper 7/3 reveals that Noorul Hasan was engaged as canteen boy / Sweeper on 01.06.2009. The language stated in the said paper 7/3 speaks of its doubtful authenticity. Similarly the document marked 7/16 has been relied upon by the claimant. The said letter marked as paper no. 7/16 does not bear any letter no. though date of issue is stated to be 04.06.2014. Doubt with regard to genuineness of the said document has not been dispelled. Though the claimant workman claims for reinstatement on the job roll of the SBI management the statement given by him in course of cross examination rather shattered his claims. Though there is evidence

that Noorul was engaged as canteen boy, the so called canteen of the tappal branch cannot be considered as part and parcel of the SBI management. In State Bank of India and others, Appellants v. State Bank of India Canteen employees 'Union (Bengal Circle) and others, Respondents reported in 2000 LAB I.C. 1481 it has been authoritatively held by the Hon'ble Supreme Court of India at Para 41 canteen of the State Bank of India in branch cannot equated with the statutory canteens. From the aforesaid case law pronounced by the Hon'ble Supreme Court of India it is crystal clear that the non-statutory canteens run in small braches of State Bank of India cannot be equated with statutory canteen of Industrial establishment. It may be correct that the claimant workman was doing the work of sweeper on daily wages but it cannot be brushed aside that his engagement was on daily wage basis for doing work as a canteen boy which cannot be reckoned as regular work of the anagement. It is evident from the record that Noorul Hasan before engagement had not under gone any regular selection and recruitment process. Though it is vehemently submitted that before disengagement claimant workman was not paid retrenchment compensation and retrenchment notice pay before termination it cannot be overlooked that Noorul Hasan was engaged on daily wage basis and his termination was not retrenchment . Since his disengagement was not retrenchment the provisions of section 25(F) of ID Act and the other protection available to retrenched persons are not applicable to termination of Noorul Hasan. It may be correct that at times Noorul Hasan was doing the work of class IV sub-staff but the same cannot confer any legal right on Noorul Hasan for absorption in permanent vacancy of the State Bank of India. The case law Devinder singh vs Municipal Council, Sanaur pronounced by the Hon'ble Supreme Court of India on 11 April,2011 in CIVIL APPEAL NO. 3190 OF 2011 will not bolster up the claims of the claimant workman. For the sake of clarity it can be stated here that for recruitment in nationalized banks there are rigid rules and by passing of those rigid rules is impermissible. Law is also well settled that in the event illegal retrenchment the employee is not legally entitled for reinstatement with back wages. One canteen boy engaged on day to day basis cannot be absorbed on permanent vacancy. Both the points are answered against the claimant workman.

To what other relief the claimant workman is entitled?

It is admitted by the O.P. side Noorul Hasan was engaged as a canteen boy on daily wage basis. It is also admitted that he was not paid any compensation. The O.P. side has vehemently strived to that Noorul Hasan was a minor on 01/10/2009 being aged below 18 years. It may be correct that during the month November and December ,2015 Noorul Hasan had not worked One minor should not have been engaged in the canteen run inside the premises of the O.P. Though it has been held that the claimant workman is not legally entitled for reinstatement with back wages and absorption on permanent vacancy of the State Bank of India still in view of his engagement in the canteen he can be paid compensation. At this distant point of time actual compensation with mathematical accuracy cannot be worked out. In view of the available evidence claimant workman Noorul Hasan is legally entitled to get compensation which can be worked out 15 days salary for every year of completed job in addition to one month salary of one sub staff of the State Bank of India at present rate which shall be paid from the funds of the local implementation committee to be deposited in the account of the claimant within 60 days from the date of publication of award failing which the claimant workman will be entitled to get simple interest 7% per annum from 61st day of the award till the whole amount is cleared.

Parties are left to bear their respective costs.

Date: 19.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 425.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (54/2019) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई आर (बी-I)-26]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 425.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court

Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023– IR (B-1) -26]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

PRESENT SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 54 of 2019

BETWEEN

Shri Jagendra S/o Har Prasad
Through Shri Avinash Yadav
the General Secretary U.P Gramin Bank Kamgar Union,
Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,
Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 04.01.2021. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 13.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 426.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (75/2018) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-33]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 426.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 75/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023– IR (B-1) -33]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 75 of 2018

BETWEEN

Rahul Yadav S/o Shri Siya Ram Yadav,
Vill-Gadanpur, Post- Gauri Saidpur,
Distt Ghazipur-233223
represented by Chandra Shekhar Srivastava
89/75, Naya Barhana,
Allahabad-211003

AND

1. Branch Manager,
State Bank of India,
Branch- Chandwak
District- Jaunpur-222129
2. Regional Manager,
State Bank of India,
Administrative Office
District- Varanasi-221002

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties on 14th September 2018. On 7th August 2018, the statement of claim was filed by the claimant work woman before this Tribunal. Claimant has prayed for direction of this Tribunal to the O.P management for reinstating him in the post of business correspondent with payment of backwages on average pay of Rs 20,166 per month from the date of termination that is 28.02.2018. On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority on the date fixed. Later on 21.01.2021 O.P management filed written statement and case was fixed to 12.03.2021 for filing of rejoinder by the claimant workman and for filing of documents.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder and documents by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workwoman for submitting rejoinder and documents; the claimant workman failed to present the case before this Tribunal at different stages of proceeding i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. Termination of a worker on expiry of period of contract is no retrenchment. The provisions of section 25F of the Industrial Disputes Act, 1947 are applicable for only

retrenched employees. On 19.01.2023 the case was reserved for final award for non-appearance of the claimant workwoman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

Date: 01.02.2023

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 427.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (78/2018) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई आर (बी-I)-34]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 427.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 78/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023- IR (B-1) -34]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

Present : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 78 of 2018

BETWEEN

Prabodh Mohan Srivastava S/o Shri Mohan Lal Srivastava
H.No. 620, behind Soldier Road, JJJ Colony
District-Jaunpur-222002
represented by Chandra Shekhar Srivastava
89/75, Naya Barhana,
Allahabad-211003

AND

1. Branch Manager,
State Bank of India,
Branch- ADB, Ruhatta
District: Jaunpur-222002
2. Regional Manager,
State Bank of India,
5-Administrative Office,
District- Varanasi-221002

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties. In the statement of claim filed by the claimant workman before this Tribunal Claimant has prayed for direction of this Tribunal to the O.P management for reinstating him in the post of business correspondent with payment of backwages on average pay of Rs 25,00/- from the date of termination that is 31.01.2018 On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority on the date fixed. Later on 22.11.2019 O.P management filed written statement and case was fixed for filing of rejoinder by the claimant workman and for filing of documents.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder and documents by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder and documents; the claimant workman failed to present the case before the Tribunal at different stages of proceeding i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. Termination of a worker on expiry of period of contract is no retrenchment. The provisions of section 25F of the Industrial Disputes Act, 1947 are applicable for only retrenched employees. Later the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

Date: 10.02.2023

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 428.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एरोनॉटिकल डिवीजन, हिंदुस्तान एयरोनॉटिकल लिमिटेड, अमेठी, प्रबंधन के संबद्ध नियोजकों महामंत्री, एचएएल मजदूर संघ, अमेठी, जिला-सुल्तानपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ पंचाट (संदर्भ सं. 01/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05/03/2023 को प्राप्त हुआ था।

[सं. एल-14011/18/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 428.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2019) of the Central Government Industrial Tribunal cum Labour Court—Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to Aeronautical Division Hindustan Aeronautical Limited, Amethi and Mahamantri, HAL Mazdoor Sangh, Amethi, Distt—Sultanpur, which was received along with soft copy of the award by the Central Government on 05/03/2023.

[No. L-14011/18/2017-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW****Present : Justice ANIL KUMAR PRESIDING OFFICER****I.D. No. 01/2019****Ref. No. L-14011/18/2017-IR(DU) dated: 28.11.2018****BETWEEN**

Mahamantri, HAL Mazdoor Sangh
A-853, HAL, Township Korba Division, Amethi
Distt – Sultanpur – 227412

AND

Management of Aeronautical Division
Hindustan Aeronautical Limited
Post – Korba, Distt – Amethi – 227412

AWARD

By order No. L-14011/18/2017-IR(DU) dated: 28.11.2018 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“WHETHER THE DEMANDS RAISED BY THE PRESIDENT HINDUSTAN AERONAUTICS LIMITED MAZDOOR SANGH, KORVA, AMETHI, DISTT. SULTANPUR FOR REGULARIZING THE SERVICES OF DAILY WAGE & CONTRACTUAL LABOUR EMPLOYED IN THE PRODUCTION PROCESS DIRECTORY OR INDIRECTLY & DOING AWAY WITH CONTRACTUAL PROCESS AND PAYMENT OF WAGES WITH ARREARS AT PAR WITH OTHER CONTRACTUAL/DAILY WAGE EMPLOYEES IN OTHER DIVISIONS INCLUDING THE HAL, HYDERABAD AND PROVIDING THE SAME BENEFITS AS PERMANENT EMPLOYEES TO CONTRACTUAL EMPLOYEES IS FAIR, JUST & LEGAL? WHETHER THE DEMANDS RAISED BY THE PRESIDENT HINDUSTAN AERONAUTICS LIMITED MAZDOOR SANGH, KORVA, AMETHI, DISTT. SULTANPUR FOR PAYMENT OF SAME WAGES TO DAILY WAGERS AND CONTRACT LABOUR, ACCOMMODATION, MEDICAL FACILITIES AND PAYMENT OF BONUS IS LEGAL AND JUSTIFIED? IF SO TO WHAT BENEFITS THE UNION IS ENTITLED TO?”

Accordingly, an industrial dispute No. 01/2019 has been registered on 01.01.2019.

From the perusal of record the position which emerge out is that the till date the claimant/workmen's Union has not filed any statement of claim.

Shri Adarsh Jagdhari, learned counsel/representative submits that as on behalf of the claimant no statement of claim has been filed, so in view of the facts as stated on behalf of the respondent in their application dated 15.01.2021, which reproduced as under:

“Objection on behalf of the opposite parties

It is most respectfully submitted as under:-

- 1. That the above mentioned case is fixed before the Learned Court today but applicant is not appearing in the matter from very first date.*
- 2. That in the present case no claim statement has been filed by the applicant and the applicant is not appearing since very first date of the matter.*

3. *That in the absence of claim statement no adjudication is possible in the present case.*
4. *The continuation of proceedings in the present case in the absence of claim statement is not legal and proper and as per prevailing law if claimant/applicant itself is not appearing/interested in matters filed by him than matter itself will become void and deserves to be rejected out rightly.*
5. *That on the basis of the above submissions the present case is bad in the eye of law and liable to be rejected.*

PRAYER

Wherefor, it is most respectfully prayed that on basis of the above objections, the Hon'ble Tribunal may kindly be pleased to reject the present case as not maintainable and bad in the eyes of law, in the interest of equity and justice."

Claim filed by the claimant may kindly be dismissed.

After hearing the learned counsel and keeping in view the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 28.11.2018.

And taking the said facts as well as the law laid by Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* by the Hon'ble Allahabad High Court; wherein it has been held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman/claimant has not filed any statement of claim/oral/documentary evidence, so the claim filed by him is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.
23rd September 2022

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 429.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षक, डाकघर, कच्छ डिवीजन, भुज-कच्छ, के प्रबंधन के संबद्ध नियोजकों और श्री दिनेश के. गोरी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-अहमदाबाद के पंचाट (संदर्भ सं. 92/2013) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05/04/2023 को प्राप्त हुआ था।

[सं. एल-40012/03/2013-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 429.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/2013) of the Central Government Industrial Tribunal cum Labour Court - Ahmedabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Superintendent of Post Offices, Post Office, Kachch Division, Bhuj-Kutch, and Shri Dinesh K. Gori, Worker, which was received along with soft copy of the award by the Central Government on 05/04/2023.

[No. L-40012/03/2013-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : SUNIL KUMAR SINGH - I, Presiding Officer, CGIT-cum-Labour Court, Ahmedabad,

Date: 21st February, 2023

Reference (CGITA) No. : 92/2013

The Superintendent of Post Offices,
Post Office, Kachch Division, Bhuj-Kutch,
Kutch - 370001

.....First Party / Employer

V

Shri Dinesh K. Gori,
Bhathara Faliya, Bhangi Vas,
Bhuj - 370001

.....Second Party / Applicant

Advocate for the First Party / Employer: Shri K. B. Chandel
Advocate for the Second Party / Applicant: Shri Chetan R. Vyas

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/03/2013-IR(DU) dated 15.04.2013 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

THE SCHEDULE

- (1) "Whether the action of the management of Department of Posts, Kachch Division, Bhuj in not giving the seniority on the basis of number of days worked by Shri Dinesh K. Gori and not offering him regular employment in the department is justified?"

(2)“Whether the action of Department of Posts, Kachchh Division in termination of the services of Shri Dinesh K. Gori w.e.f. 23.12.2011 without following due process of law is justified? To what relief the workman is entitled to?”

1. At the very outset, it is worth mentioning that this Tribunal passed award dated 29.12.2016 on the basis of the evidence of both the parties on merit. The award was challenged by the first party / employer before the Hon’ble Gujarat High Court in R/Special Civil Application No. 12695 of 2017 (converted from SCA/11285/2017 dated 06.07.2017). Hon’ble Gujarat High Court, vide order dated 14.03.2022 r/w 21.10.2022 set aside the impugned award and remanded the case back to this Tribunal for deciding afresh to a limited extent as to whether nature of work could be treated to be of such a nature which may not be covered under the definition of workman in so far as functioning of the petitioner–department is concerned.

2. The reference dates back to 15.04.2013. On issuing notices to the parties, the second party / workman Shri Dinesh K. Gori submitted his statement of claim at Ex. 8 alleging that the first party Superintendent of Post Offices is an ‘Industry’ within the meaning of Section 2 (j) of the Industrial Disputes Act, 1947, where he had been working under its control, therefore, is a ‘workman’ within the meaning of the Section 2 (s) of the Industrial Disputes Act, 1947. He has further alleged that he had been working in the first party organisation since 16.01.2010 as Safai Kamdar (Sweeper) attentively, diligently, honestly and also satisfactorily without any break and also on permanent basis. The post on which he was working was of a permanent nature. There were no complaints against him during the course of service. He used to do work of cleaning Latrines and Bathrooms and also sweeping of all the building of the office situated in the Head Post Office, Lal Tekri, Bhuj, Kutch. The first party institution is an institution established under law. Hence the provisions of Industrial Disputes Act 1947 and Rules 1957 were therein are applicable in the case. The first party without any reason or fault or any type of deficiency on the part of him, terminated his services without following the legal procedure and principles of natural justice arbitrarily on 23.12.2011. He was not given any notice, notice pay or retrenchment compensation, thus the action was in violation of the provisions of Section 25 (f) of the Industrial Disputes Act, 1947. At the time of retrenchment, the first party did not prepare the seniority list nor it was shown to him and was also not published on the notice board. He has further alleged that at the time of his termination of service, junior employees working with him or employed thereafter were either retained or permitted to continue who were still working with the first party. He has further alleged that the nature of the work which the applicant had been doing in the first party institution still exists. He has further alleged that another workman Shri Sanjay Dhanjee Kabira was permitted to continue to work after retrenchment of the applicant. He has further alleged that at the time of his retrenchment, the first party did not get approval of retrenchment under Section 33 (2) (b) of the Industrial Disputes Act from competent authority. He has further alleged that after his retrenchment, workload has increased and first party has also been increasing the employees every year but he has not been given the opportunity of re-employment. He issued a notice through his advocate on 11.07.2013 by registered post to the first party but to no result. Thus he is a poor person of cyclone and earthquake affected area and is in dire need of employment. Therefore, he had prayed for reinstatement with back wages and consequential benefits since 23.12.2011, the date on which, notice was served by the first party.

3. The first party in his written statement at Ex. 9 submitted that the facts mentioned in the statement of claim are not true and correct and they are false and fabricated. It is further alleged that the second party was engaged from 16.01.2010 to 23.12.2011 on a temporary vacant post. He was not given any letter of permanent post and such type of temporary cleaning employees can be relieved at any time. The Industrial Dispute Act, 1947 is not applicable in the case of the first party organisation as per the judgement of Hon’ble Supreme Court in Civil Appeal Number 3385/86/1996. The second party workman was purely a temporary employee though his services were terminated with one month oral notice; therefore, after the expiry of notice period, the services were terminated on 23.12.2011. Later it is also submitted that the second party was not a permanent employee, therefore, no question of giving notice arises. He was working on a vacant post on daily wages basis; therefore, his name was not included in the seniority list. In his termination, the principle of ‘last come, first go’ is not violated.

4. On basis of pleadings, following issues were addressed by this Tribunal.

i. Whether the action of the management of Department of Posts, Kachch Division, Bhuj in not giving the seniority on the basis of number of days worked by Shri Dinesh K. Gori and not offering him regular employment in the department is justified?

ii. Whether the action of Department of Posts, Kachchh Division in termination of the services of Shri Dinesh K. Gori w.e.f. 23.12.2011 without following due process of law is justified?

iii. To what relief the workman is entitled to?

5. The workman submitted his affidavit at Ex. 11 in support of statement of claim and the first party in support of the written statement, submitted his affidavit Ex. 13 of one of its employee Shri B. Patta Bi Raman.

6. Ld. Counsel for the second party / workman has argued in line with his statement of claim stating that the Post Office is an 'industry' as defined under Section 2 (j) and the present employee is a 'workman' as defined under Section 2 (s) of Industrial Disputes Act, 1947. Prayed to confirm the award dated 29.12.2016.

7. The first party / employer, in respect of factual matrix, has argued in line of his written statement and has cited (1) Jaipur Development Authority V Ram Sahai & ors., (2006) 11 SCC 684, (2) Post Master General, Kolkata & ors. V Tutu Das (Dutta), (2007) 5 SCC 317, (3) Secretary of Government, School Education Department, Chennai V R. Govinda Swami & anr., (2014) 4 SCC 769, (4) Secretary to Government, Commercial Taxes & Registration Department, Secretary & anr. V Singamuthu, Civil Appeal No. 3770 of 2017 (arising out of SLP (C) No. 17702/20141) and (5) Ministry of Communication & ors. V Sakkubai & anr., AIR 2017 SC 11.

8. Perusal of the award dated 29.12.2016 passed by my predecessor shows that the aforesaid issues were found to be inter-related and gave its finding. The relevant part of the findings is as under:

"6. ...the burden of proof was lying on the working (workman) Dinesh K. Gori who reiterated the averments made in the statement of claim. He was also cross-examined by the first party wherein he has stated on oath that he joined the service as Safai Karmachari on 16.01.2000 at the monthly emoluments of Rs.9500/-. He was asked not to come on duty on 23.12.2011 by the Post Master. No order of termination or removal from service was served on him. He was appointed by Postal Department. No notice was served on him. He is married and still jobless. No other question was asked by the first party; therefore, it can be assumed that the second party workman worked in the first party organisation for more than 240 days in the calendar years of 2010 and 2011. It can also be assumed that still the work which was this workman had been doing still exists and it can also be assumed that the workmen who were junior to this present second party workman or employed after the termination are still working.

7. In rebuttal, the first party examined B. Patta Bi Raman, Assistant Superintendent of Post Offices stated in his affidavit Ext. 13 that the first party organisation is not industry under the I.D. Act, therefore, the act is not applicable. The second party workman was not recruited through a proper procedure. He was purely a temporary sweeper. No temporary workman can be made permanent. His muster roll was not maintained. He was terminated with a proper procedure. In his cross-examination he stated that he is aware of the details of the case of the second party. Today he is giving statement on the basis of record. It is correct that the second party had been working since 16.01.2010. He was paid the wages on daily rated basis which generally amount to Rs.9000 plus-minus. It is correct that he was paid monthly not daily. The department First Party orally communicated to second party not to come from 23.10.2011 orally. No retrenchment notice was given to second party workman. It is true that no seniority list was prepared as he was not duly appointed. It is true that second party workman after expulsion gave an application for re-appointment. It was kept pending for disposal. It is true that second party workman worked for more than 240 days in every calendar year. Sweeping work is of permanent nature. It is true that after removal of this workman, Sanjay Dhanjee Kabira, Praveen Dhanjee Kabira have been doing work on daily rated basis at and when needed. They are junior to the workman second party. We are not ready to employ any workman on monthly basis today.

8. From the perusal of evidences, oral and documentary of both the parties, it is an admitted fact that the second party workman Dinesh Krishan Gori had been employed as sweeper in the first party organisation as a daily wagger since 16.01.2010 and his services were terminated on 23.12.2011 without giving him a notice or paying retrenchment compensation. It is also admitted fact that he worked for more than 240 days in the first

party organisation for both the calendar years 2010 and 2011. It is also established that the worked (work) the second party workman was doing was of a perennial or permanent nature. It has also not been denied by the first party witness in his written statement Ext.9 and affidavit Ext. 13 of the witness B. Patta Bi Raman that the other sweepers junior to this workman or engaged after termination of this workman has not been working. Thus in the light of the aforesaid discussions, the second party workman has fully proved that he is entitled for re-employment on the post on which he had been working. His termination was illegal and unjustified.

9. Thus the second party workman is fully entitled for re-employment on the post on which he was working at time of termination of his job. Thus the first party organisation is directed to reinstate on the questioned post on which he was working at the time of termination. He shall also be paid Rs.20000/- as compensation and Rs.5000/- as legal expenses....”

9. It is pertinent to mention that the award dated 29.12.2016 passed by this Tribunal was challenged by the first party / employer in R/Special Civil Application No. 12695 of 2017 and Hon’ble Gujarat High Court, vide its order dated 14.03.2022 r/w 21.10.2022, has not disturbed the findings of this Tribunal given on factual matrix but to the limited extent as stated at the very outset in Para No. 1 above. Accordingly, this Tribunal has to confine its findings in accordance with the directions issued by the Hon’ble Gujarat High Court as to whether second party / applicant is covered in the definition of workman?

10. The relevant Paras 4, 4.1, 5, 6, 7 and 8 of order dated 14.03.2022 passed by Hon’ble Gujarat High Court read as under:

“... 4. Learned Senior Advocate for the petitioner submitted that the petitioner had raised pertinent issue with regard to applicability of the Industrial Disputes Act, more particularly claiming that the Postal Department is not engaged in the sovereign function of the State and that the respondent-workman was not a workman as defined under Section 2(s) of the Act.

4.1 Learned Senior Advocate for the petitioner also submitted on merits that the case of the respondent-workman could not have been considered considering the fact that the respondent workman was not duly selected candidate and was engaged for a period between 16.10.2010 to 23.12.2011 on temporary vacant post and therefore, in absence of due selection, the claim of the respondent for regular appointment on the post with the Department could not have been entertained. Learned Senior Advocate for the petitioner placed reliance upon the decision of the Apex Court in case of Sub-Divisional Inspector of Post, Vaikam & Ors. vs. Theyyam Joseph & Ors., reported in (1996) 8 SCC, 489 and submitted that the Postal Department cannot be treated to be an Industry within the definition of Section 2(J) of the Act.

5. On the other hand, learned Advocate for the respondent-workman opposed the grant of petition submitting that the Central Government Industrial Tribunal-cum-Labour Court has taken into consideration evidence on record and has passed the order of reinstatement. It is strongly submitted that the judgment relied upon in case of Theyyam Joseph (supra) was held to be not good law in Full Bench decision of the Apex Court in case of General Manager, Telecom Vs. S.Srinivasan Rao & Ors., reported in 1997 (2) GLH, 990.

6. The Court has taken into consideration the submissions made by both sides and has perused documents on record. The issue that the Court would like to deal with shortly is the legal point raised by learned Senior Advocate for the petitioner regarding non-applicability of the Act to the petitioner-Postal Department and non dealing of the same by CGIT. From the facts on record, it appears that the respondent was engaged as ‘Safai Kamdar’ (sweeper) on 16.01.2010 and on 23.12.2011, services of the respondent were terminated ex parte without following process of principles of natural justice. Alleging violation of Section 25F of the Act, the respondent filed statement of claim. The Department of Posts filed its written statement denying contention raised by the respondent-workman, but more particularly raised issue that the Postal Department is a Government office and therefore, Industrial Disputes Act is not applicable to the Department. Despite this contention being taken up, the Court does not find any reference to such contention being dealt with by the Central Government Industrial Tribunal-cum-Labour Court. The question specifically raised by the petitioner before the Central Government Industrial Tribunal-cum-Labour Court in this connection, in the opinion of the Court, ought to have been dealt with by Central Government Industrial Tribunal-cum-Labour Court.

7. Though the law is now amply clear by the pronouncement of the Apex Court in case of General Manager, Telecom (supra), wherein it was held that the judgment in case of Theyyam Joseph (supra) is not a good law. However, by considering phrase ‘the dominant nature test’ as laid down by the Apex Court in case of Bangalore Water Supply & Sewerage Board Vs. A. Rajappa & Ors., reported in (1978) 2 SCC, 213, adopted the same view. In para-143 of the judgment in case of Bangalore Water Supply & Sewerage Board (supra), it is laid down as under:-

“143. The dominant nature test :

- (a) Where a complex of activities, some of which qualify for exemption, others not, involves employees on the total undertaking, some of whom are not 'workmen' as in the University of Delhi case or some departments are not 'productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur, will be the true test. The whole undertaking will be 'industry' although those who are not 'workmen' by definition may not benefit by the status.
- (b) Notwithstanding the previous clauses, sovereign functions, strictly understood, (alone), qualify for exemption, not the welfare activities of economic adventures undertaken by Government or statutory bodies.
- (c) Even in departments discharging sovereign functions if there are units which are industries and they are substantially severable, then they can be considered to come within sec. 2(j).
- (d) Constitutionally and competently enacted legislative provisions may well remove from the scope of the Act categories which otherwise may be covered thereby.”

8. Accordingly, it was incumbent upon the Central Government Industrial Tribunal-cum-Labour Court to address issue raised by the petitioner-Department and to conclude as to whether nature of work could be treated to be of such a nature which may not be covered in the definition of workman insofar as functioning of the petitioner-Department is concerned. So far as clause-(c) of para-143 is concerned, it is clearly held that even in cases of departments which are discharging sovereign functions, there could be units which could be industries and are substantially severable. If that be so then such units can be treated to be an industry under Section 2(j). However, such exercise is required to be undertaken by the Central Government Industrial Tribunal-cum-Labour Court. ...”

11. It is worth mentioning that the distinction between sovereign and non-sovereign functions of state as propounded in *P & O Steam Navigation Co. V Secretary of State for India*, 5 Bom. HCR OPP, has been diluted by Hon’ble Apex Court in *Nagendra Rao & Co. V State of AP*, (1994) 6 SCC 2005, wherein Hon’ble Apex Court has held that the traditional concept of sovereignty has undergone a considerable change in the modern times and the line of distinction between sovereign and non-sovereign powers, no longer survive. The doctrine of sovereign immunity has no relevance in present day contexts as the sovereignty now vests in the people.

12. ‘The dominant nature test’ as laid down by Hon’ble Apex Court in *Bangalore Water Supply & Sewerage Board V A Rajapappa & ors.*, (1978) 2 SCC 213, is to be understood in the facts of the present case. The applicant / workman is said to be working with the employer Post Office, which is a department of Central Government. Apart from various other functions, one of the important function of the Post Office is to receive, send and distribute postal consignments / registered letters / ordinary letters / parcels etc. Now a days such functions are also performed by various private courier services. Other deposit schemes which are run by the postal department can also be easily seen to be running through private bankers / companies / authorised persons etc. Hence the aforesaid functions of the postal department cannot be said to sovereign functions which are limited only to the state functionaries (Central Government).

13. The witness of first party / employer Shri B. Patta Bi Raman, has in his cross-examination clearly admitted that the applicant had been working since 16.01.2010 on the daily rated basis of Rs.9000/- plus minus. The employer's witness has further admitted that he has worked for more than 240 days in every calendar year and the nature of sweeping work is of permanent nature. Admittedly, the wages of the applicant worker is less than Rs. 10000/- in view of umbrella of Section 2 (s) (iv) of Industrial Disputes Act, 1947. This apart, it is well understood that the cleaning / sweeping of any office is done before the establishment starts work and after it finishes work. 'Cleanliness is Godliness'. Clean and pollution free environment is of utmost conduciveness for the enhancement of productivity of any work. The sweeping work is directly proportional to the working efficiency and productivity. In view of above, the nature of work being done by the workman is easily severable from the performance of sovereign functions of the department. Hence, it is accordingly, held that the present worker is a 'workman' which clearly falls under the definition of 'workman' under Section 2 (s) and the Post Office under Central Postal Department in an 'Industry' under Section 2 (j) of Industrial Disputes Act, 1947.

14. The Hon'ble Gujarat High Court has not disturbed the finding in award dated 29.12.2016 passed by this Tribunal on factual matrix. The first party / employer's witness Shri B. Patta Bi Raman has admitted all the factual matrix given in the workman's statement of claim. The facts of the afore-cited case law by the first party / employer are squarely distinct, hence, the first party / employer does not get any benefit.

15. In view of the aforesaid discussions, the result of this case still remains unaffected. Hence the operating part of the award dated 29.12.2016 is reiterated as under.

16. Thus the second party workman is fully entitled for re-employment on the post on which he was working at time of termination of his job. Thus the first party organisation is directed to reinstate on the questioned post on which he was working at the time of termination. He shall also be paid Rs.20000/- as compensation and Rs.5000/- as legal expenses.

17. The award is passed accordingly.

Let two copies of Award be sent to the appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH –I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 430.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वरिष्ठ डाकघर अधीक्षक, अहमदाबाद सिटी वेस्ट डिवीजन, अहमदाबाद, के प्रबंधन के संबद्ध नियोजकों और श्रीमती धनलक्ष्मीबेन पी. त्रिपाठी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट (संदर्भ सं. 309/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05/04/2023 को प्राप्त हुआ था।

[सं. एल-40012/32/99-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 430.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 309/2004) of the Central Government Industrial Tribunal cum Labour Court - Ahmedabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Sr. Superintendent of Post Office, Ahmedabad City West Division, Ahmedabad, and Smt. Dhanlaxmiben P. Tripathi, Worker, which was received along with soft copy of the award by the Central Government on 05/04/2023.

[No. L-40012/32/99-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :** Sunil Kumar Singh-I, Presiding Officer, CGIT-cum-Labour Court, Ahmedabad,Date: 28th February, 2023**Reference (CGITA) No. 309/2004**The Sr. Superintendent of Post Office,
Ahmedabad City West Division,
Ahmedabad

.....First Party / Employer

Smt. Dhanlaxmiben P. Tripathi,
26/96 Vasta Ghelaji ni Pole, Shahpur,
Ahmedabad

.....Second Party / Employee

Advocate for the First Party / Employer : Shri A. M. Malek
Advocate for the Second Party / Employee : Shri Azadsingh J. Parihar**AWARD**

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/32/99-IR(DU) dated 10.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad in respect of the matter specified in the Schedule. The dispute was received in Central Government Industrial Tribunal cum Labour Court, Ahmedabad on its creation at Ahmedabad in the year 2004.

SCHEDULE

“Whether the action of the management of the Sr. Supdt. of Post Offices, Ahmedabad in terminating the services of their workman Smt. Dhanlaxmiben P. Tripathi w.e.f. 06.04.1988 is legal and justified? If not, to what relief the workman is entitled?”

1. At the very outset, it is to mention that after considering the said dispute, the Central Government, Ministry of Labour & Employment, New Delhi, declined adjudication vide letter of even number dated 16.03.1999. However, in compliance of order passed by Hon’ble High Court of Gujarat at Ahmedabad in Special Civil Application No. 9425 of 1999, the Central Government referred the present dispute.

2. The second party / employee submitted her statement of claim at Ex. 8, stating therein that she was appointed as Extra Departmental Assistant (Correct Nomenclature - Agent), hereinafter be referred as ‘agent’, by the first party / employer Naranpura Area Post Office, West Sub-Division, Ahmedabad, w.e.f. 16.07.1987 on a vacant post by following all procedure of the department and was terminated w.e.f. 06.04.1988. She has further stated that her service book and personal file were maintained by the first party and her attendance was also being noted in the attendance register. She has further stated that she had challenged the termination order before the Hon’ble Central Administrative Tribunal in application No. 290/1988, which directed her to approach Industrial Tribunal. She had filed a complaint before the Labour Commissioner which was dismissed on the ground of delay. Thereafter, she had filed a Special Civil Application before the Hon’ble High Court of Gujarat and as per order of Hon’ble High Court of Gujarat, the Central Government referred the present dispute for adjudication before the Tribunal. She has further stated that after her termination, new recruitments have been done by the first party / employer. She has prayed to set aside the termination order dated 06.04.1988 and to reinstate her with back wages and continuity of service with all consequential benefits on the ground that her termination is in violation of Sections 25-F, 25-G and 25-H of Industrial Disputes Act, 1947.

3. The first party / employer submitted written statement at Ex. 10 and denied the pleadings of the second party / employee stating that the Tribunal has no jurisdiction to adjudicate the reference and the said reference is

also time barred. The first party / employer has further stated that the second party / employee was appointed under ED Agents (Conduct and Service) Rules 1964, on temporary basis as Extra Department Agent vide letter dated 16.07.1987 and was terminated under E.D.A. (Conduct and Service) Rules 1964, vide letter dated 06.04.1988 as her appointment was only of temporary basis. No service book and personal file were maintained by the department. The first party / employer has further stated that the second party / employee has not completed even one year / 240 days, therefore, she is not entitled for the claimed relief.

4. The second party / employee has filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Serialam of Document	Type / Remarks
1	Provisional appointment letter written by Assistant Supdt. Of Post Offices, Ahmedabad City West Division, Ahmedabad to one Shri Suresh Kumar R. Jadav	16.07.1987	Ex. 13	Xerox
2	Termination letter written by Assistant Supdt. Of Post Offices, City West Sub DN, Ahmedabad to one Shri Suresh Kumar R. Jadav	06.04.1988	Ex. 14	Xerox
3	Order passed by Hon'ble CAT, Ahmedabad in O.A. No. 290/88	09.08.1994	Ex. 15	Xerox
4	Letter from The Regional Labour Commissioner (C), Ahmedabad to the Secretary, Desk Officer IR (DU), Ministry of Labour, New Delhi	17.07.1998 / 20.07.1998	Ex. 16	Xerox
5	Seniority list of EDA Cadre as on 01.07.99, Ahmedabad City Division, Ahmedabad	Not mentioned	Ex. 17	Xerox
6	Method of recruitment	Not mentioned	Ex. 18	Xerox
7	Duplicate certificate of one Shri S. R. Jadav from Employment Exchange	14.02.1997	Ex. 19	Xerox
8	E.D.A. Conduct and Service Rules 1964 with annexure – 'A'	Not mentioned	Ex. 20	Xerox
9	Order passed by Hon'ble CAT, Ahmedabad in O.A. No. 278/89	01.10.1991	Ex. 21	Xerox
10	Order passed by Hon'ble CAT, Ahmedabad in O.A. No. 194/89	22.10.1992	Ex. 22	Xerox
11	Citation - Hareshkumar J. Pandit V Deputy Executive Engineer, Dhoraji, 1990 (2), G.L.H. (U.J.) 3 (Guj)	Not mentioned	Ex. 23	Xerox
12	List of 20 juniors promoted to higher post	Not mentioned	Ex. 24	Xerox
13	Certificate of 265 working days issued from S.P.M. (HSG-II), Naranpura, Ahmedabad	27.06.1987	M 35/1	Xerox
14	Appointment letter of Smt. S. R. Parmar issued by Sub-Divisional Inspector, Ahmedabad City, Sub Dn. Ahmedabad	05.02.1983	Not mentioned	Xerox
15	Letter written by C.P.M.G. Guj. Circle, Ahmedabad relating to recruitment to the cadre of EDAs –	Not mentioned	Not mentioned	Xerox

	Regularisation of irregular recruitment without ref. to Employment Exchange along with list of EDAs			
16	Office Memo reg. recruitment to the cadre of Group D (T/C) from E.D. employees as per their seniority	21.07.1995	Not mentioned	Xerox
17	List of recruited and promoted employees	Not mentioned	Not mentioned	Xerox
18	Appointment letter issued by Inspector of Post Offices, Ahmedabad City Sub Division, Ahmedabad to Smt. L.G. Makwana & Smt. N. C. Bhatt	09.01.1976	Not mentioned	Xerox
19	Office memo reg. permanent appointment of Smt. L.G. Makwana & Smt. N.C. Bhatt	13.04.1976	Not mentioned	Xerox
20	Gradation list of Extra Departmental Agents of Ahmedabad City Sub. Division	01.02.1992	Not mentioned	Xerox
21	Gradation list of Extra Departmental Agents of Ahmedabad City Sub. Division	01.07.1996	Not mentioned	Xerox
22	Provisional Appointment letter issued by ASP (South), Sub Division, Ahmedabad to Shri Manilal Somabhai for 90 days	Not mentioned	Not mentioned	Xerox
23	Office memo reg. permanent appointment of Shri Manilal Somabhai	26.12.1996	Not mentioned	Xerox
24	Provisional Appointment letter issued by ASP (South), Sub Division, Ahmedabad to Shri Jayesh M. Vora for 90 days	31.12.1996	Not mentioned	Xerox
25	Office memo reg. permanent appointment of Shri Jayesh M. Vora	07.01.1997	Not mentioned	Xerox
26	Appointment letter issued by Asstt. Supdt. Of POs, Ahmedabad City North Sub Division, Ahmedabad to Shri M. C. Pathan	30.08.1993	Not mentioned	Xerox

5. The second party / employee has deposed herself at Ex. 25 in her oral evidence.

6. The first party / employer has filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Seriatam of Document	Type / Remarks
1	Provisional appointment letter written by Assistant Supdt. Of Post Offices, Ahmedabad City West Division, Ahmedabad to Smt. Dhanlaxmiben P. Tripathi	16.07.1987	Ex. 26	Xerox
2	Termination letter written by Assistant Supdt. Of Post Offices, City West Sub DN, Ahmedabad to Smt. Dhanlaxmiben P. Tripathi	06.04.1988	Ex. 27	Xerox

7. The first party / employer has examined Shri Tarif Mohammad Nisaroddin Malek, an employee in Ahmedabad Division Post Office, at Ex. 32 in oral evidence.

8. I have perused the records and heard Ld. Counsel for first party Shri A.M. Malek in addition to his written argument at Ex. 39 and Ld. Counsel for second party / employee Shri Azadsingh J. Parihar in addition to his written arguments at Ex. 38.

9. The main point for the consideration under reference is as to whether the action of the management of the Sr. Supdt. of Post Offices, Ahmedabad in terminating the services of Smt. Dhanlaxmiben P. Tripathi w.e.f. 06.04.1988 is legal and justified? If not, to what relief, she is entitled?
10. Ld. Counsel for the second party / employee has argued that the workman has been retrenched illegally in violation of Section 25 (F), 25 (G) & 25 (H) of the Industrial Disputes Act, 1947 and prayed to set aside the termination order dated 06.04.1988 and to reinstate the employee with continuity of service and with full back wages. Ld. Counsel for the second party / employee has cited Management of MCD V Premchand Gupta, 2000 (1) SC Services Law Judgments 50 (SC), in support of his argument.
11. Ld. Counsel for the first party / employer has argued in line with his written statement and stated that the workwoman / employee was provisionally appointed till regular appointment. The condition was made explicit in the provisional appointment letter which was accepted by the workwoman by voluntarily accepting the work. Prayed to dismiss the claim of the workwoman.
12. The second party / employee Smt. Dhanlaxmiben P. Tripathi in her statement of claim has stated that she was appointed by the first party / employer on 16.07.1987 as Extra Departmental Agent. She was terminated on 06.04.1988. She has repeated the averments of her statement of claim in her examination-in-chief. In her cross-examination, she has stated that she has not produced any document to show that she has worked for 240 days. The workwoman-cum-witness has accepted the receipt of appointment letter Ex. 26 and termination letter Ex. 27 filed on behalf of the first party / employer.
13. A minute perusal of appointment letter dated 16.07.1987 (Ex. 26) discloses that according to its Para 1, the second party Smt. Dhanlaxmiben P. Tripathi was provisionally appointed to the post of Extra Departmental Agent till regular appointments were made and according to Para 4, the appointment of the employee was to be governed by the Extra Departmental Agents (Conduct & Service) Rules, 1964. According to Para 5, employee was asked to join only if these conditions were acceptable to her. She has voluntarily joined on 16.07.1987.
14. According to the termination order dated 06.04.1988 (Ex. 27), Smt. Dhanlaxmiben P. Tripathi was terminated and a copy was also sent to the employer's concerned authority wherein it was mentioned that he (the employer's authority) will relieve the official without fail by engaging the candidate directed, meaning thereby that the vacant post occupied by the present employee was to be given to newly engaged candidate. The employee Smt. Dhanlaxmiben P. Tripathi in her examination-in-chief has stated that new recruitment was done after her termination, which according to the copy addressed to the employer's concerned official shows that a regular recruit was already sent for engagement at the post held by the second party / employee. The appointment letter Ex. 26 is also in consonance with the format given as annexure- 'A' in accordance with rule 12 (ii) of departmental E.D.A. (Conduct & Service) Rules, 1964. It is abundantly clear that there was a contract between the employer and the employee in respect of the appointment for a stipulated period i.e. till the regular appointment was made against the said post.
15. According to Section 2 (oo) (bb) of the Industrial Disputes Act, 1947, 'retrenchment' does not include termination of service of the workman as a result of the non-renewable of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein. Hon'ble Supreme Court in Bhavnagar Municipal Corporation V Salimbhai Umarbhai Mansuri, 2013 LLR 1042 SC, while interpreting Section 2 (oo) (bb) of the Industrial Disputes Act, held that the termination of the workman engaged on fixed period as mentioned in the contract of appointment, would not amount to retrenchment since such terminations are excluded by Section 2 (oo) (bb) of the Industrial Disputes Act, 1947. When the termination of the workman does not amount to retrenchment, the question of applicability of 25 (G) providing for the principle of 'last come, first go' for retrenching the workman and also Section 25 (H) providing for reemployment of the workman would not be applicable. Hon'ble Gujarat High Court in G.E.B. Substituted as Gujarat State Electricity Corporation V Harishkumar N. Bosamiya, 2014 (3) GLR 2277 (Volume 55 (3)), has held in context of Section 2 (oo) (bb) and 25 (F) of the Industrial Disputes Act that discontinuation of workman on expiry of contract period is not a retrenchment. Completion of 240 days

of service by workman is irrelevant in such case. The fact of the case cited by the second party / employee squarely differ from the fact of the present case in hand, hence no benefit can be given to the employee.

16. In view of aforesaid discussion, the present employee Smt. Dhanlaxmiben P. Tripathi was provisionally appointed for the post of Extra Departmental Agent till the regular appointment was made for the said post. Termination order dated 06.04.1988 is found to be in consonance with the conditions of the appointment and the Extra Departmental Agents (Conduct & Service) Rules 1964. In such a situation, the said termination does not amount to retrenchment. Hence no question of violation of Sections 25 (F) for not giving one month's notice or notice pay, 25 (G) providing for principle of 'last come, first go' and 25 (H) providing for reemployment of the present employee, arises. The main point for the consideration under reference is answered in affirmative against the employee and it is held that the action of the management of the Sr. Supdt. of Post Offices, Ahmedabad in terminating the services of Smt. Dhanlaxmiben P. Tripathi w.e.f. 06.04.1988 is legal and justified. She is not entitled to the relief claimed.
17. The award is passed accordingly.

Let two copies of the Award be sent to the appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 431.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहायक अधीक्षक, पश्चिम अनुमंडल, अहमदाबाद, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सुरेश कुमार आर. जादव, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट(संदर्भ संख्या 308/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05/04/2023 को प्राप्त हुआ था।

[सं. एल- 40012/68/98-आईआर-डीयू]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 431.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 308/2004) of the Central Government Industrial Tribunal cum Labour Court - Ahmedabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Assistant Superintendent of Post Offices, West Sub Division, Ahmedabad, and Shri Suresh Kumar R. Jadav, Worker, which was received along with soft copy of the award by the Central Government on 05/04/2023.

[No. L- 40012/68/98-IR DU]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : SUNIL KUMAR SINGH-I, Presiding Officer, CGIT-cum-Labour Court, Ahmedabad,

Date: 28th February, 2023

Reference (CGITA) No. : 308/2004

The Assistant Superintendent of Post Offices,
West Sub Division,
Ahmedabad - 380001

.....First Party / Employer

Sh. Suresh Kumar R. Jadav,
51, Saujaya Park Society, B/H Bharat High School, Dani Limda,
Ahmedabad - 380028

.....Second Party / Workman

Advocate for the First Party / Employer : Shri A.M. Malek

Advocate for the Second Party / Workman : Shri Azadsingh J. Parihar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/68/98-IR(DU) dated 08.06.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad in respect of the matter specified in the Schedule. The dispute was later received in Central Government Industrial Tribunal cum Labour Court, Ahmedabad on its creation at Ahmedabad in the year 2004.

SCHEDULE

“Whether the action of the management of the Assistant Superintendent of Post Offices, Ahmedabad in terminating the services of Sh. Suresh Kumar R. Jadav w.e.f. 6.4.88 is legal and justified? If not, to what relief the workman is entitled?”

1. Initially, after considering the said dispute, the Central Government, Ministry of Labour & Employment, New Delhi, declined adjudication vide letter of even number dated 11.08.1998. However, in compliance of order passed by Hon'ble High Court of Gujarat at Ahmedabad in Special Civil Application No. 6776 of 1999, the Central Government has referred the present dispute on 08.06.2000.

2. The second party / workman submitted his statement of claim at Ex. 8, stating therein that he was appointed as Extra Departmental Assistant (Correct Nomenclature - Agent), hereinafter be referred as 'agent', by the first party / employer Naranpura Area Post Office, West Sub-Division, Ahmedabad, w.e.f. 16.07.1987 on a vacant post by following all departmental procedure and was terminated w.e.f. 06.04.1988. He has further stated that his service book and personal file were maintained by the first party and his presence was also being noted in the attendance register. He has further stated that he had challenged the termination order before the Hon'ble Central Administrative Tribunal and his application was disposed with a direction to approach Industrial Tribunal. He had filed a complaint before the Labour Commissioner which was dismissed on the ground of delay. Thereafter, he had filed a Special Civil Application before the Hon'ble High Court of Gujarat and as per order of Hon'ble High Court of Gujarat, the Central Government referred the present dispute for adjudication before the Tribunal. He has further stated that after his termination, new recruitments have been done by the first party / employer. He has prayed to set aside the termination order dated 06.04.1988 and to reinstate him with back wages and continuity of service along with all consequential benefits.

3. The first party / employer has submitted its written statement at Ex. 13 and does not admit the pleadings of the second party / workman. The first party / employer has further stated that the Tribunal has no jurisdiction to adjudicate the reference and the said reference is also time barred. The first party / employer has further stated that the second party / workman was appointed under ED Agents (Conduct and Service) Rules 1964, on temporary basis as Extra Department Paker vide letter dated 16.07.1987 and was terminated under E.D.A. Service Rules 1964, vide letter dated 06.04.1988 as his appointment was only of temporary basis. No service book and personal file were maintained by the department. The first party / employer has further stated that The second party / workman has not completed the work for one year / 240 days, therefore, he is not entitled for the claimed relief.

4. The second party / workman has filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Seriatam of Document	Type / Remarks
1	Provisional appointment letter issued by Assistant Supdt. Of Post Offices, Ahmedabad City West Division, Ahmedabad	16.07.1987	Ex. 16	Xerox
2	Termination letter written by Assistant Supdt. Of Post	06.04.1988	Ex. 17	Xerox

	Offices, City West Sub DN, Ahmedabad			
3	Order passed by Hon'ble CAT, Ahmedabad in O.A. No. 290/88	09.08.1994	Ex. 18	Xerox
4	Letter from The Regional Labour Commissioner (C), Ahmedabad to the Secretary, Desk Officer IR (DU), Ministry of Labour, New Delhi	17.07.1998 / 20.07.1998	Ex. 19	Xerox
5	Seniority list of EDA Cadre as on 01.07.99, Ahmedabad City Division, Ahmedabad	Not mentioned	Ex. 20	Xerox
6	Method of recruitment	Not mentioned	Ex. 21	Xerox
7	Duplicate certificate of Employment Exchange	14.02.1997	Ex. 22	Xerox
8	E.D.A. Conduct and Service Rules with annexure – 'A'	Not mentioned	Ex. 23	Xerox
9	Order passed by Hon'ble CAT, Ahmedabad in O.A. No. 278/89	01.10.1991	Ex. 24	Xerox
10	Order passed by Hon'ble CAT, Ahmedabad in O.A. No. 194/89	22.10.1992	Ex. 25	Xerox
11	Citation - Hareshkumar J. Pandit V Deputy Executive Engineer, Dhoraji, 1990 (2), G.L.H. (U.J.) 3 (Guj)	Not mentioned	Ex. 26	Xerox
12	List of 20 juniors EDAs promoted to higher post	Not mentioned	Ex. 27	Xerox

5. The second party / workman has deposed himself at Ex. 28 in his oral evidence.

6. The first party / employer has filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Serial of Document	Type / Remarks
1	Provisional appointment letter issued by Assistant Supdt. Of Post Offices, Ahmedabad City West Division, Ahmedabad to Shri Sureshkumar R. Jadav	16.07.1987	Ex. 29	Xerox
2	Termination letter written by Assistant Supdt. Of Post Offices, City West Sub DN, Ahmedabad to Shri Sureshkumar R. Jadav	06.04.1988	Ex. 30	Xerox
3	Letter written by Asstt. Director General (GDS), to All Head of Circles & All Regional Postmasters General, forwarding a copy of judgement dated 02.05.2007 passed by Hon'ble Supreme Court of India in Civil Appeal No. 2319 of 2007	30.07.2007	Not mentioned	Xerox
4	Office circular issued by Asstt. Postmaster General (Staff), Gujarat Circle, Ahmedabad, with a copy of judgement dated 03.02.1995 passed by Hon'ble Supreme Court of India in Civil Appeal No. 3385-86 of 1996 with other appeals	Not mentioned	Not mentioned	Xerox

7. The first party / employer has examined Shri Pravin Kumar, Assistant Superintendent, Post Office, Western Region at Ahmedabad, in chief at Ex. 32 but the said witness was not made available for the cross-examination by second party / workman as detailed in succeeding Para No. 12.

8. I have perused the records and heard Ld. Counsel for first party / employer Shri A.M. Malek in addition to his written argument at Ex. 45 and Ld. Counsel for second party / workman Shri Azadsingh J. Parihar in addition to his written arguments at Ex. 46.

9. The main point for the consideration under reference is as to whether the action of the management of the Assistant Superintendent of Post Offices, Ahmedabad in terminating the services of Sh. Suresh Kumar R. Jadav w.e.f. 6.4.88 is legal and justified? If not, to what relief the workman is entitled?

10. Ld. Counsel for the second party / workman has argued that the first party's witness at Ex. 32 has not turned up for cross-examination to be conducted by the workman, hence, the 'examination-in-chief' of this witness cannot be considered at all. He has further argued that the workman has been retrenched illegally in violation of Section 25 (F), 25 (G) & 25 (H) of the Industrial Disputes Act, 1947 and prayed to set aside the termination order dated 06.04.1988 and to reinstate the workman with continuity of service and with full back wages. Ld. Counsel for the second party / workman has cited following case law in support of his argument.

- i. Hareshkumar J. Pandit V Deputy Executive Engineer, Dhoraji, 1990 (2) GLH (UJ) 3 (Guj.)
- ii. Management of MCD V Premchand Gupta, Civil Appeal No. 7764/1997 SC Judgement dated 16.12.1999

11. Ld. Counsel for the first party / employer has argued in line with his written statement and stated that the workman was provisionally appointed till regular appointment was made. The condition was made explicit in the provisional appointment letter which was accepted by the workman by voluntarily accepting the work. Prayed to dismiss the claim of the workman.

12. It is pertinent to mention that the first party / employer examined Shri Pravin Kumar, Assistant Superintendent, Post Office, Western Region, Ahmedabad, in chief on 16.09.2003. He was not cross-examined by the workman on many occasions. On 13.02.2012, the second party workman moved an adjournment for cross-examining first party's witness. However, opportunity of the workman to cross-examine this witness was closed by the Tribunal the same day. The second party workman moved an application Ex. 43 on 09.04.2012 to afford an opportunity to cross-examine first party's witness. The opportunity was granted to the workman vide Court's order dated 09.04.2012 and the first party employer was directed to procure the attendance of the witness on next date. However, the first party / employer failed to procure the attendance of the aforesaid witness. Hence vide order dated 31.08.2017, first party / employer's evidence was closed. As the employer's witness is still without cross-examination by the workman, hence, his statement recorded only in examination-in-chief cannot be read in evidence.

13. The second party / workman in his statement of claim has stated that he was appointed by the first party / employer on 16.07.1987 as Extra Departmental Agent. The workman was terminated on 06.04.1988. Hence the workman has admittedly served with the employer for less than one year.

14. The second party / workman has filed carbon copy of his appointment letter issued on behalf of the first party / employer on 16.07.1987 as Ex. 16 and termination order dated 06.04.1988 as Ex. 17. These documents have also been filed by the first party / employer at Ex. 29 and Ex. 30 respectively. The workman Shri Suresh Kumar R. Jadav has repeated the averments of his statement of claim in his examination-in-chief. In his cross-examination, he has stated that he has not produced any document to show that he has worked for 240 days. The workman has accepted the receipt of appointment letter Ex. 29 and termination letter Ex. 30.

15. A minute perusal of appointment letter dated 16.07.1987 (Ex. 29) discloses that according to its Para 1, the workman was provisionally appointed to the post of Extra Departmental Agent till regular appointments were made and according to Para 4, the appointment of the workman was to be governed by the Extra Departmental Agents (Conduct & Service) Rules, 1964. According to Para 5, workman was asked to join only if these conditions were acceptable to him. The workman has voluntarily joined on 16.07.1987.

16. According to the termination order (Ex. 30), Shri Suresh Kumar R. Jadav was terminated w.e.f. 06.04.1988. Copy to the employer's concerned authority was also sent, wherein it was mentioned that he (the employer's authority) will relieve the official without fail by engaging the candidate directed, meaning thereby that the vacant post occupied by the present workman was to be given to newly engaged candidate. The workman Shri Suresh Kumar R. Jadav in his examination-in-chief has stated that new recruitment was done after his termination, which according to the copy addressed to the employer's concerned official

shows that a regular recruit was in waiting for engagement for the said post. The appointment letter Ex. 29 is also in consonance with the format given at annexure- 'A' in accordance with rule 12 (ii) of departmental E.D.A. (Conduct & Service) Rules, 1964. It is abundantly clear that there was a contract between the employer and the employee in respect of the appointment for a stipulated period i.e. till the regular appointment.

17. According to Section 2 (oo) (bb) of the Industrial Disputes Act, 1947, 'retrenchment' does not include termination of service of the workman as a result of the non-renewable of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein. Hon'ble Supreme Court in Bhavnagar Municipal Corporation V Salimbhai Umarbhai Mansuri, 2013 LLR 1042 SC, while interpreting Section 2 (oo) (bb) of the Industrial Disputes Act, held that the termination of the workman engaged on fixed period as mentioned in the contract of appointment, would not amount to retrenchment since such terminations are excluded by Section 2 (oo) (bb) of the Industrial Disputes Act, 1947. When the termination of the workman does not amount to retrenchment, the question of applicability of 25 (G) providing for the principle of 'last come, first go' for retrenching the workman and also Section 25 (H) providing for reemployment of the workman would not be applicable. Hon'ble Gujarat High Court in G.E.B. Substituted as Gujarat State Electricity Corporation V Harishkumar N. Bosamiya, 2014 (3) GLR 2277 (Volume 55 (3)), has held in context of Section 2 (oo) (bb) and 25 (F) of the Industrial Disputes Act that discontinuation of workman on expiry of contract period is not a retrenchment. Completion of 240 days of service by workman is irrelevant in such case. The facts of the two cases cited by the second party / workman squarely differ from the fact of the present case in hand, hence no benefit can be given to the workman.
18. In view of aforesaid discussion, the present workman was provisionally appointed on 16.07.1987 for the post of Extra Departmental Agent till the regular appointment for the post. Termination order dated 06.04.1988 has been found to be in consonance with the conditions of the appointment under the Extra Departmental Agents (Conduct & Service) Rules 1964. In such a situation, the said termination does not amount to retrenchment in view of Section 2 (oo) (bb) of Industrial Disputes Act, 1947. Hence no question of violation of Sections 25 (F) for not giving one month's notice or notice pay, 25 (G) providing for principle of 'last come, first go' and 25 (H) providing for reemployment of the workman, arises. Hence the main point for the consideration under reference is answered in affirmative against the workman and it is held that the action of the management of the Assistant Superintendent of Post Offices, Ahmedabad in terminating the services of Sh. Suresh Kumar R. Jadav w.e.f. 6.4.88 is legal and justified. The workman is not entitled to the relief claimed.
19. The award is passed accordingly.

Let two copies of the Award be sent to the appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 432.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी बी एम बी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 59/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल- 23012/44/2019-आई. आर (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 432.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 59/2019) of the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 6/04/2023

[No. L-23012/44/2019– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. TRIPATHI, Presiding Officer

ID No. 59/2019

Registered on:-21.08.2019

Sh. Prabhoo S/o Sh. Gandhi Ram Village Kheli Po Kangoo,
Tehsil Sundernagar Mandi & Distt-Mandi (HP)-175001

.....Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg,
Sector 19-B, Chandigarh-160001.
2. The Chief Engineer, Bhakra Beas Management Board,
BSL Project, Sundernagar-175018.Respondents/Managements

Appearances

For the Workman	None
For the Management	Sh. Ravinder Rana, (Senior Law Officer)

AWARD

Passed On:- 19.01.2023

Central Government vide Notification No.L-23012/44/2019-IR(CM-II) dated 05.08.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal.

“Whether the action of management of BBMB is not accepting the demand of Shri Prabhoo S/o Shri Gandhi Ram for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just, and valid? If not, to what relief the workman concerned is entitled to and from which date?”

1. The Ministry of Labour & Employment, Government of India while referring the above Industrial Dispute for adjudication also directed the following:—

“The parties raising the dispute shall file a statement of claim complete within relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such a statement to each of the opposite parties involved in this dispute under rule 10(B) of the Industrial dispute (Central), Rules, 1957”.

2. However, no claim statement was filed by the workman within the stipulated period. Despite the directions of the Central Government not complied by the workman opportunity was provided to the workman and, therefore, on receipt of the above reference notice was sent to the workman as well as to the respondents/managements for appearances for adjudication. The postal article sent to the workman, referred

above, is deemed to have been served on the parties under dispute as the post sent has not been received back as undelivered.

3. Workman has been given sufficient opportunities to file claim statement but none turned up in spite of several opportunities afforded to file claim statement. Even notice was sent to the workman on 25.10.2019, Sh. Vishnu Agnihotri, AR for workman represented the workman thereafter, so many dates has passed none appeared on behalf of workman. A fresh notice was issued to the workman vide order dated 30.11.2022, as per net tracking report this notice was properly served upon, but none responded. It appears the workman has no grievance now and is not interested in adjudication of the matter on merit.

4. Since the workman has neither put his appearance nor has he filed statement of claim to prove his cause against the respondents/managements. As such this Tribunal is left with no alternative except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the instant reference ID No.59/2019.

5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 433.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, स्कूटर इंडिया लिमिटेड, सरोजनी नगर, लखनऊ, के प्रबंधन के संबद्ध नियोजकों और श्री दिनेश कुमार और 54 अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट (संदर्भ सं. 10 of 2020) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2023 को प्राप्त हुआ था।

[सं. एल-42025-07-2023-70-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 433—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10 of 2020) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Scooter India Ltd., Sarojni Nagar, Lucknow and Shri Dinesh Kumar & 54 others, Worker which was received along with soft copy of the award by the Central Government on 15.03.2023.

[No. L- 42025-07-2023-70-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

PRESENT SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 10 of 2020

BETWEEN

Shri Dinesh Kumar & 54 others
C/o Mr. Vishnu Shukla
L-21, Barra VI,
Kanpur-208027
AND

The Managing Director
Scooter India Ltd.
Sarojni Nagar,
Lucknow-226008
Award

This award arises on an application filed by claimant workman under section 33-A of the Industrial Disputes Act 1947 (here-in-after stated in short the Act) praying for a direction to the O.P management restraining the O.P from making any change in the conditions of the services of claimant workmen by way of retrenchment/ termination or closure of the factory establishment during pendency of the proceeding.

The background facts of the above stated application are concisely stated as below:-

The claimants workmen Dinesh Kumar, Vijay Singh, Hariom Yadav, Satyavarat Yadav, Reghvendra Kuamr Pal, Ram Singh have submitted the application claiming to be representing 55 workmen of their employer M/s Scooters India Ltd. It is stated that they were appointed by O.P management against permanent vacancies. It is stated that the O.P management by way of unfair Labour practices proclaimed them as engaged on contractual basis though the claimants were doing the work like permanent employees. It is submitted that in a meeting of the management dated 28.11.2019 the O.P management moved an application for the closure of the establishment. It has been averred that the closure process has been taken out in flagrant violation of section 33 of the Act. The O.P management has done the change in the conditions of services of the claimant workmen violating the mandatory provisions of the Act. On behalf of the O.P management written statement has been submitted with averments which may be summarized as here-in-after:-

The claimants were appointed as on the job trainees in various trades of the O.P factory in the year 2006 for a period of 1 year from the date of their joining and their engagement was extended year wise from time to time. In 2018 they were appointed for 1 year on contract basis and after completion of that 1 year their employment has not been extended. It is averred that the claimants and other workmen have raised the industrial dispute ID 155 of 2019 demanding regularization and pay at par with regular appointees of Scooters India Limited. The O.P management has averred that the claims of claimants do not satisfy the conditions enshrined in section 33-A of the Act and as such the application does not stand the test of legality. Claimants have submitted rejoinder stating that though they were initially appointed as trainees for the period of 1 year by the O.P they were appointed for the posts that were lying vacant. There was availability of perennial work. The claimants were entitled to be regularized on the said posts but the O.P management following unfair labour practices kept the claimant on contractual employment violating the mandatory provisions of the Act. Heard the parties. The following point is to be answered for disposal of this application:-

1. In view of the facts pleaded whether the application under section 33-A of Industrial Disputes Act is maintainable?

It stands uncontroverted that in ID case no. 155 of 2019 the reference :-

“Whether the action of management of Scooter India Limited for keeping casual Labourer Sh. Dineesh Kumar and 54 others (as per annexure-I) who were appointed against the permanent vacancies and performing as permanent works but their services were kept on contract agreement on renewal against the spirit of certified standing order applicable upon the management of Scooters India Limited are just, fair and legal and (2) Whether these workmen are entitled to equal scale at par with the regular employees of the same category, besides their regularization. If not, to what relief these workmen are entitled to and from which date.”

The said Industrial Dispute has been already been disposed of by this Tribunal. Be it stated here that the claimants workmen had accepted contractual employment under the O.P management and they have been

terminated w.e.f the dates of completion of one year of contractual employment in the year 2019. It stands unconverted that they are no more in employment of O.P management and their termination cannot be treated as retrenchment. In other words, since the claimants have been terminated on completion of the contract period the termination cannot be read as retrenchment. It is doubtful if Scooters India Ltd. is in functioning state in reality. Since they have been terminated on completion of contractual period there is no question of altering the conditions of their services by the O.P management. In view of the discussions stated above the present application under section 33-A of Industrial Disputes Act stands dismissed as not maintainable under facts and law.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

Date: 22.02.2023

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 434.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमांडेंट और एम.डी., 508, आर्मी बेस वर्कशॉप, इलाहाबाद किला, इलाहाबाद, के प्रबंधन के संबद्ध नियोजकों और महासचिव, मजदूर यूनियन, ई.डी-51, ए.डी.ए. कालोनी, नैनी, इलाहाबाद, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट (संदर्भ संख्या 31 of 2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2023 को प्राप्त हुआ था।

[सं. एल- 14011/09/2016- आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 434.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31 of 2016) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commandant & M.D., 508, Army Base Workshop, Allahabad Fort, Allahabad, and The General Secretary, Mazdoor Union, E.D-51, ADA Colony, Naini, Allahabad, which was received along with soft copy of the award by the Central Government on 15.03.2023.

[No. L- 14011/09/2016-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

PRESENT SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 31 of 2016

No L-14011/09/2016-IR(DU) dated 06/11.07.2016

BETWEEN

Shri C.D. Pal, General Secretary,

Mazdoor Union, E.D-51, ADA Colony, Naini,

ALLAHABAD-211005

AND

The Commandant & M.D.

508, Army Base Workshop,

Allahabad Fort,
ALLAHABAD -211005

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter no. L- 14011/09/2016-IR(DU) dated 06/11.07.2016

SCHEDULE

1. **‘Whether the action of the 508 Army workshop in reduction of pay by two stages of increment of Shri C.D. Pal, workman for a period of two years with immediate effect is legal and justified in the eye of natural justice? If not to what relief the concerned workman is entitled for?’**

The averments of the claimant workman may be summarized as follows:-

Claimant workman is alleged of violating the special daily order and went to Chheoki for campaigning for the election of his works Committee member. It has been alleged that the applicant damaged the government property, but no information relating to the vandalism has been given. The management with malafide intention executed a well planned conspiracy and presented the allegation as a big crime had been committed by claimant workman and administration had suffered huge loss. But in reality no loss had happened and each and every thing in the workshop is normal even today. In reality the claimant workman on that day had gone to the CGHS dispensary and obtained his medicines whose prescription is still safe with the claimant workman containing the signature of Chief Medical Officer which prove innocence of the claimant workman and he was framed under well planned conspiracy. As General Secretary of a union and as a member of a workers’ committee, the claimant workman always tried to create an amicable environment in the workshop but it was always reckoned by military officials as encroachment on their rights. As a result, management with malafide intention charge sheeted the claimant workman with fictitious charges in bad faith. By order C.No. 21206/6251-CDP/Est dated 09.02.2016 the claimant workman was punished by **“reduction of pay by two stages from Rs 12050/- to Rs 11,200/- in pay band (of Rs 5200-20200/- plus grade pay of Rs 2800/- for a period of two years with immediate effect)**. It is vehemently alleged by claimant workman that the management had acrimonious intention and conducted the enquiry in unfair and biased manner. All of the witnesses presented during enquiry were uniform clad military officials but the establishment consisted of civilian workmen more than 1100 in number. The management lingered on the enquiry more than the prescribed time as per DOPT just to affect the MACP benefits which claimant workman would get. The strong evidence such as prescription issued by Chief Medical Officer, CGHS dispensary, Sangam Palace which proved the innocence of the claimant workman was overlooked deliberately. Hence it is prayed on behalf of the claimant workman that Hon’ble Tribunal should quash the unfair and biased enquiry order and a new fair enquiry must be conducted by an officer appointed by this Hon’ble Tribunal. It is further prayed that claimant workman must be given other benefits which are deemed fit in the eyes of law.

The written statement as submitted by O.P management may be concisely stated as here in after:-

Claimant workman Chandra Deo Pal was employed in the 508 Army Base Workshop. In August, 2014 election to the Works Committee was held in which claimant workman had participated. On 11 August 2014 at about 8:30 hours at Chheoki premises of 508 Army Base Workshop the claimant workman was found canvassing in the election process contrary to the rules of the said election. Later it was found that the claimant workman was on half day casual leave on self illness. He had submitted a medical prescription issued by C.G.H.S Hospital, Ayurveda wing. Since the claimant workman was found to have violated the guidelines to be followed in the election process departmental Charge sheet was issued against him. Later, explanation was submitted by the claimant workman. Departmental enquiry was launched in which Colonel . Raphael Parambi was appointed as the Enquiry Officer. Shri Sudama Yadav acted as Presenting Officer. After completion of enquiry report was submitted before the disciplinary authority. The disciplinary authority had initially issued notice show cause for dismissal

but later, on consideration of the show cause reply submitted by the claimant workman penalty of reduction of pay by two stages was imposed. In substance, O.P management has asserted fairness of enquiry and justifiability of the punishment imposed on the claimant workman. In the rejoinder the claimant workman has reiterated his stand taken in the statement of claim. The claimant workman had challenged the legality and correctness of the punishment of stoppage of two increments by grade. The claimant workman has taken a specific stand that he was a protected workman and as such no departmental proceeding should have been initiated against him and no punishment on him is legally tenable.

The points to be answered in this proceeding are as follows:-

1. Whether the domestic enquiry conducted against workman Shri C.D. Pal stood vitiated for deviation from principles of Natural Justice.
2. Whether the workman has been justifiably held guilty under the rules 24 Special Daily Order part 1.
3. Whether the punishment of stoppage of 2 increments by grade imposed on the workman was shockingly disproportionate to the charge established against him.

Point No. 1

Be it stated here that by order dated 04.11.2022 the departmental enquiry conducted against the claimant workman has been held to be just and proper and domestic enquiry has not been vitiated with violation of the principles of natural justice. The rest two points survive for adjudication.

Point No. 2

It has been vehemently submitted on behalf claimant workman that the management of 508 Army base workshop adduced false evidence with assistance of Army personnel. It has been submitted by the claimant workman being engaged as employee at fort Qila could not have entered upon the premises of the Chheoki area without valid entry pass. It stands undisputed that the Fort Qila workshop is at the distance of around 13 Kms from Chheoki premises. It is alleged by the management that the claimant on 11.08.2014 having availed half day C.L on the ground of self illness did remain absent from his duties and the claimant was found making campaign in support of his other candidates in Chheoki premises. It is vehemently submitted by the claimant that his absence from the duty was on genuine ground supported with the medical certificate issued by C.G.H.S hospital of Sangam area. Though there is medical certificate the circumstances proved during enquiry indicate that the workman was on leave without actual medical necessity. Our common experience also says that sometimes some persons remain absent from duties on false medical pretext. Be that as it may, it has been amply proved that the claimant workman at Chheoki premises of 508 Army base camp had climbed a gate of the base camp and was using the microphone. Rule 24 of Special Daily Order part 1 is read as follows:-

24. Following instructions will be strictly complied with:-

- (a) *No canvassing/gathering/hoisting of flag/banners will be permitted within the workshop premises/outside the Wksp from w.e.f 23 Jul 2014 to 12 Aug 2014.*
- (b) *No canvassing will be permitted in any form on the day of the polling i.e. 12 Aug 2014*
- (c) *No gathering or meeting to canvass among the voters inside the Workshop will be permitted.*
- (d) *Candidates will ensure that they or their agents do not paste posters/Stencils with paint/writing on building walls, on vehicles or on workshop material such as hard board etc, anywhere in the workshop/section. Officiating Security Officer will depute the staff to ensure compliance of these orders.*
- (e) *Hoisting of flag etc outside polling booth is not permitted. Officiating Security Officer will ensure compliance.*
- (f) *Arranging or taking part in any demonstration or shouting slogans of any nature within the workshop for canvassing is strictly prohibited. The defaulters will be liable for severe disciplinary action including being debarred from taking part in the election at paper 8/23*

For the purpose of peaceful election to the works committee one condition in rule 24 was stipulated debarring the candidates and others from doing any kind of campaigning. There is no controversy about

stipulation of this condition. Though it is suggested on behalf of claimant workman that management could garner false evidence by propping service personnel the said plea does appear to be untenable. The photographs produced on behalf of management clearly prove with preponderance of probabilities that the claimant had climbed the gates for garnering support of his fellow workmen.

Though the claimant has claimed that he was protected workman there is no provision of law that the protected workman will go with impunity in the event he is found to have violated the rules to be observed by the workman in electoral process. At this point it appears pertinent to state here that the protected workman does also shoulder the responsibility of maintenance of peace and harmony in Industrial premises. Even if it is accepted that claimant Chandra Deo Pal was a protected workman he deserves no sympathy when it is established with preponderance of probabilities that he had climbed over the gate in Chheoki premises for garnering support of fellow workmen. It cannot be brushed aside that with violation of the rules of the game before the election to the works committee the legal sanctity of the whole election process was likely to be shattered. In view of such scenario it can be reasonably held that so called stoppage of 2(two) increments cannot be read as excessively torturous.

For the sake of clarity it is necessary to add here that in the original punishment order language used is as follows:-

The undersigned in exercise of the powers conferred under Rule 12(2) of CCS(CC&A) Rules 1965 read in conjunction with Ministry of Defense OM No. 5(6)/79/D(Lab) dated 01 Sep 1979 hereby impose T.No. 6251 Fitter Shri CD Pal with '**reduction of pay by two stages from Rs 12,050/- to Rs 11,200/- in the Pay Band of Rs 5200-20200/- plus Grade Pay of Rs 2800/- For a period of two years with immediate effect.** It is further directed that Shri CD Pal will not earn increment of pay during the period of reduction and that on the expiry of this period, the reduction will not have the effect of postponing his future increments of pay.

In view of aforesaid language the reduction of pay by two stages can be read as stoppage of two increments without cumulative effect. The reference is answered accordingly. Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

Date: 17.02.2023

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 435.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानिदेशक गुणवत्ता आश्वासन, अशोक पथ, कानपुर (उ.प्र.), के प्रबंधन के संबद्ध नियोजकों और महासचिव, रक्षा कर्मचारी संघ, 2/2 एमआईजी स्वर्ण जयंती विहार, कोयला नगर, कानपुर (यू.पी.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट (संदर्भ संख्या 27 of 2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 29.03.2023 को प्राप्त हुआ था।

[सं. एल-14011/4/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 435.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27 of 2020) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director General Quality Assurance, Ashok Path, Kanpur (U.P.), and The General Secretary, Defence Workers Union, 2/2 MIG Swarn Jayanti Vihar, Koyla Nagar, Kanpur (U.P.), which was received along with soft copy of the award by the Central Government on 29.03.2023.

[No. L- 14011/4/2020-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT****KANPUR****PRESENT SOMA SHEKHAR JENA, HJS (Retd.)****I.D. No. 27 of 2020****L-14011/4/2020-IR(DU) dated 17.07.2020****BETWEEN**

The General Secretary,
Defence Workers Union, 2/2 MIG Swarn Jayanti Vihar
Koyla Nagar, Kanpur (U.P)-208011

AND

The Director General Quality Assurance
Ashok Path, Kanpur (U.P)-208004

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour vide letter No. L-14011/4/2020-IR(DU) dated 17.07.2020

SCHEDULE

1. **“Whether the demand of Defence Workers Union, Kanpur vide letter dated 19.07.2019 for payment of Night Duty Allowance(NDA) to Darbans engaged in night duties in the establishment of Director General Quality Assurance (DGQA), Kanpur is proper, legal and justified? if yes, to what relief the workmen are entitled to and from which date? What directions, are necessary in the matter?”**

On receipt of notification, notices were issued to both the parties on 15th June 2021 fixing 19.08.2021 for filing of statement of claim. Union failed to file statement of claim on the date fixed. Afterwards several dates were fixed for filing of statement of claim by the union but none appeared and finally case was reserved after providing one last opportunity.

Despite several opportunities to the union for submitting statement of claim; the claimant union failed to present the statement of claim before this Tribunal. Under the circumstances the case was reserved for final award for non-appearance of the union side.

From the aforesaid circumstances it is presumable that the union is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

Date: 17.03.2023

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 436.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानिदेशक (कार्य), सीपीडब्ल्यूडी, निर्माण भवन, नई दिल्ली; कार्यकारी अभियंता, पुष्प विहार अनुरक्षण प्रभाग, सीपीडब्ल्यूडी, पुष्पा भवन, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और स्वर्गीय श्री ओम प्रकाश, सीवरमैन, द्वारा अपनी पत्नी श्रीमती माला, अखिल भारतीय केन्द्रीय पीडब्ल्यूडी कर्मचारी संगठन, बलबीर नगर एक्सटेंशन, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 205/2017) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.04.2023 को प्राप्त हुआ था।

[सं. एल-42011/78/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 436.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 205/2017) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director General (Works), CPWD, Nirman Bhawan, New Delhi; The Executive Engineer, Pushp Vihar Maintenance Division, CPWD, Pushpa Bhawan, New Delhi, and Late Shri Om Prakash, Sewerman, Through his wife Smt. Mala, Rep. by All India Central PWD Karamchari Sangathan, Balbir Nagar Extension, Delhi, which was received along with soft copy of the award by the Central Government on 06.04.2023.

[No. L-42011/78/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT DELHI - 1

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.) (Presiding officer) CGIT, Delhi-1

ID No. 205/2017

Late Shri Om Prakash, Sewerman
Through his wife Smt. Mala,
Rep. by All India Central PWD Karamchari Sangathan,
H.No.4823, Gali No.13,
Balbir Nagar Extension,
Delhi-110032.

Claimant...

Versus

1. The Director General (Works),
CPWD, Nirman Bhawan,
New Delhi – 110 001.
2. The Executive Engineer,
Pushp Vihar Maintenance Division,
CPWD, Pushpa Bhawan,
New Delhi.

Management...

Shri Satish Kumar Sharma, AR for the claimant
Shri Atul Bhardwaj, AR for the management No.1
Shri Manish Kumar, AR for the management No.2

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.42011/78/2017-IR(DU) dated 17.07.2017 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the services of Late workman Sh.Om Prakash, Sewar-man are entitled to be regularized of services of his junior workmen? 2. Whether the late workman is entitled to be regularized in his services under one time relaxation as per policy of the management ? 3. Whether the legal heir of the workman is entitled to receive all terminal benefits and pensionary benefits?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 16.12.2022

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 437.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 23/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल-22011/31/2017-आई.आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 437.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22011/31/2017 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 23 of 2018

L-22011/31/2017-IR(CM-II) dated 31.01.2018

BETWEEN

Sri Dharmender Kumar S/o Sri Shivnath Prased

R/o-Vill-Dharamपुर & PO- Dhamar, Thana- Area Dist- Bhojpur,

Bihar

AND

1. The Area Manager,

Food Corporation of India,

District Officer, Golcha Compound, Haldwani

2. The General Manager (Region)

Food Corporation of India, Regional Office,

At-2nd floor, APS Oberai Tower, Byepas Rd,

Near Kargi Chowk, Dehradun-

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-22011/31/2017- IR(CM-II) dated 31.01.2018

SCHEDULE

1. **“Whether the management of FCI is justified in terminating the service of Sri Dharmender Kumar, Ancillary Labour w.e.f. 18.09.2012 without following the provisions of law? If not what specific relief and benefit should be given by the FCI management or the reinstate the workman with specific benefits?”**

On receipt of notification, notices were issued to both the parties on 22nd February 2018 fixing 27.04.2018 for filing of statement of claim. Authorized Representative of the claimant workman filed statement of claim on 31.05.2019. On 18.09.2019 O.P management filed the written statement and case was fixed for filing of rejoinder by the claimant workman. Afterwards several dates were fixed for filing of rejoinder by claimant workman but when he failed case was fixed for filing of evidence of parties and finally for arguments.

On perusal of the record it is found that though several dates were fixed for filing rejoinder, evidence and finally arguments none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder, evidence and argument; the claimant workman failed to present the case before the Tribunal. Later the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA HJS (Retd.), Presiding Officer

Date: 22.02.2023

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 438.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 46/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल-22011/63/2008-आई. आर (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 438.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.46/2009) of the Central Government Industrial Tribunal-cum-Labour Court No 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 6/04/2023

[No. L-22011/63/2008 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Present: Sh. J.K. TRIPATHI, Presiding Officer

ID No. 46/2009

Registered on:-17.07.2009

Food Corporation of India Handling-Workers Union, (through its General Secretary) 8654, Arakshan Road, Paharganj, New Delhi.

.....Workers-Union

Versus

The General Manager (Region) Food Corporation of India, Regional Office, Punjab, B.No.34 to 38, Sector 31-A, Chandigarh.

.....Respondent/Management

AWARD

Passed on:-28.02.2023

Central Government vide Notification No.L-22011/63/2008-IR(CM-II), Dated 09.07.2009, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of FCI in not giving nomination of Sardar/Mandals on the basis of seniority rules as laid down in their letter dated 15.12.1999 and 13.04.2000 in 34 depots(as per list enclosed) is justified and legal? To what relief are the claimants entitled?”

1. The brief facts for deciding this petition is that the Food Corporation of India Handling-Workers Union(hereinafter referred as the Union) is a trade union duly registered under the Trade Union Act, 1926 vide its registration no.4900 and is having its registered office at 8654, Arakshan Road, Paharganj, New Delhi-110055 being represented through its President Shri Ganpat Sahani. The members of the union consist of the workers employed either directly by the Food Corporation of India or indirectly by the FCI through the contractors in various depots, railheads and offices of the FCI throughout the country to do the handling operations of food grains for FCI. The affairs of the union are governed by its constitution which has cast an obligation upon it amongst others to espouse/sponsor the causes of its members for the betterment and amelioration of their service conditions. The FCI is a corporation set up by the Central Govt. of India under Section 3 of Food Corporations Act, 1964 for the purposes of procurement, storage, preservation, salvaging, weighment, standardization, transportation and distribution of food grains through the PDS system in the entire country. The union has a substantial number of members to the tune of 30,000 enrolled to it, who are deployed by the FCI in various depots/godowns/railheads and office of the FCI throughout the width and length of the country either directly or through the contractors for the purpose of performing food handling operations of food grains i.e. loading, unloading, stacking, de-stacking, weighment of bags, salvaging of food grains etc. consequent to the Bipartite Agreement dated 12.07.1993 arrived at between the representatives of the workmen and the management of Food Corporation of India(FCI), the Three Member Committee System(TMC) was brought into 69 depots of FCI in Punjab Region, thereby removing the contract labour system. In pursuance of the terms of the settlement dated 13.3.1999 the workers working in 69 depots in Punjab Region under TMC system were to be brought under Direct Payment System(DPS) but on account of the Civil Writ Petition 1233/1997 pending in the Hon'ble High Court of Delhi, the decision of FCI, HQ, New Delhi vide Circular no.11/1999 dated 23.7.1999 issued from file no.IR(L)/8(6)/93-Vol.VI to upgrade the TMS workers working in the above mentioned depots was withheld for the time being. The management of FCI through its Circular No.9/1999 dated 13.3.1999 revised the Minimum Guarantee Wages(MGW), prescribing the separate rates of MGW to Sardar Mandal and Handling Labours w.e.f. 1.1.1999. In order to regulate the payment to Sardar and Mandal in said 69 depots under TMC as per FCI, HQ's Circular No9 of 99, the existing Sardars/Mandals whoever has been functioning as Sardar/Mandal as per the Identity Cards etc. already issued to him under TMC or the existing Handling Labourers in whose names the handling gang or Toly of Handling Workers is working under TMC could be straightaway designated and allowed the wages of Sardar/Mandal w.e.f. 1.1.1999 provided they as Sardar or Mandal or gang leader have been working since 1.1.1999 or wherever no such nominated as Sardar/Mandal Tolly head are available, the seniority list of all the Handling Labourers/Loaders was formulated on the basis of length of service rendered with ex-contractors at the time of introduction of TMC. In view of the above stated facts and circumstances, it is therefore, prayed that the nomination of Sardars/Mandals and the formation of gangs be directed to be done as per the seniority rule laid down by the FCI, HQ's instructions contained in its

letter dated 15.12.1999 and 13.04.2000 and pass any or further orders as the Hon'ble Tribunal deems fit and proper in the best interest of justice.

2. Management filed written statement, alleging therein that the present reference is without jurisdiction and is not maintainable as the General Secretary of the FCI Handling Workers Union has no locus standi to raise the present dispute. The present reference also deserves to be dismissed on the ground of concealment of material facts as same cause of action challenging the seniority and issuance of Identity Cards to Sardar and Mandal was challenged by the workers before the Civil Court by way of Civil Suit titled as Harim Ram and others Vs. Food Corporation of India which was withdrawn and thereafter a Civil Writ Petition bearing No.10723 of 2006 titled as Ram Gopal and others Vs. Food Corporation of India was filed against the Food Corporation for nomination of Sardars and Mandals on the basis of Identity Cards. After the abolition of contract system, a Three Member Committee (TMC) was formed and the TMC further of their own formed Sardars and Mandals and Tolly Leaders for smooth functioning of the Food Corporation of India. It was decided that the existing Sardars and Mandals whosoever have been functioning as Sardar and Mandals as per Identity Cards etc. issued to them under TMC may be allowed the wages of Sardar and Mandal w.e.f. 1.1.1999 provided they Sardar and Mandal as Gang Leaders have been working since then i.e. 1.1.1999 or earlier. No fake Identity Card was ever issued by the management. The genuineness of Identity Card and nomination of Sardars and Mandals on the basis of their Identity Cards was challenged before the Hon'ble Civil Court at Patiala in Civil Suit titled as Hari Ram and others Vs. Food Corporation of India but the same was withdrawn. It is therefore, respectfully prayed that the claim of the Union may kindly be dismissed with exemplary costs.
3. Workmen-Union filed rejoinder to the written statement filed by the management. The facts alleged in the rejoinder is the same as alleged in the claim statement hence, need not to be repeated again.
4. On 28.02.2023, the case was fixed for evidence of workman. Learned AR of workmen-Union has moved an application for withdraw of the present reference as the workers-Union do not want to pursue the present reference. The statement of the learned AR of the workers-Union in this regard recorded separately. Hence, in view of the statement made by the Learned AR of workers-Union, the present reference is dismissed as withdrawn and No Claim Award is passed in the present reference bearing ID No.46/2009 titled as Food Corporation of India Handling Workers Union Vs. The General manager, Food Corporation of India.
5. Let the copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 439.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 33/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल-22013/01/2023- आई.आर. (सी.एम.-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 439.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 33/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW
PRESENT

JUSTICE ANIL KUMAR ,Presiding Officer

I.D. No. 33/2020

Ref. No. D-813/AB/2020/05/IRDND, dated 09.09.2022

BETWEEN

1. Shri Deep Saxena S/o Shri Dau Dayal Saxena
Village – Lakshmanpuri, Post – Shahr Khas, PS Majola
Tehsil – Sadar, Distt. Moradabad (UP)

 2. Sh. Rajender Saxena (Representative) M/s Keshav Singh and Ors. T.P.No. 315, Katia Tolla,
Shahajanpur (UP).
- And
1. The General Manager (Principal Employer) Food Corporation of India, Regional office,
T.C.3, V-Vibhuti Khand, Gomti Nagar, Lucknow(UP).

 2. The Regional Manager (Appointing Authority), Food Corporation of India (FCI), Distt.
Office, Shahjahanpur (UP).

AWARD

By order No. D-813/AB/2020/05/IRDDN dated 09.09.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the termination of the service of Shri Deep Saxena S/o Shri Dau Dayal Saxena, who was engaged in Roja Depot of FCI, Shahajanpur, (UP) by M/s Keshav Singh, Contractor of FCI, the period 08.08.2008 to 23.04.2010 is proper and justified. If not, to what relief, the workman is entitled to?”

Accordingly, an industrial dispute No. 33/2020 has been registered on 22.10.2020.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim.

Moreover, as a matter of fact and record, workman, Deep Saxena or his authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date, so the present reference may be dismissed.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 09.09.2020.

So in view of the said facts, as well as the law laid by the Hon’ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others* 2008 (118) FLR 1164 Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

JUSTICE ANIL KUMAR ,Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 440.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, जवाहर लाल नेहरू मार्ग, मिंटो रोड, दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री अमरजीत, द्वारा -अखिल भारतीय इंजीनियरिंग जनरल मजदूर यूनियन, (पंजीकृत संख्या 2566) प्लॉट संख्या 50, करण विहार, गली संख्या 10, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ सं. 224/2018) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.04.2023 को प्राप्त हुआ था।

[सं. एल-42011/158/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 6th April, 2023

S.O. 440.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 224/2018) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, Municipal Corporation of Delhi, Jawahar Lal Nehru Marg, Minto Road, Delhi, and Shri Amarjit, through -All India Engineering General Mazdoor Union, (Registered No. 2566) Plot No. 50, Karan Vihar, Gali No. 10, New Delhi, which was received along with soft copy of the award by the Central Government on 06.04.2023.

[No. L-42011/158/2017-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT DELHI – 1****ROOM NO. 27, ROUSE AVENUE COURT COMPLEX NEW DELHI.****Present :** Justice VIKAS KUNVAR SRIVASTAVA (Retd.) (Presiding officer) CGIT, Delhi-1**ID No. 224/2018**

Shri Amarajit

Through All India Engineering General Mazdoor

Union, (Regd.No.2566) Plot No.50,

In front of Kamla Mandir,

Karan Vihar, Gali No.10,

New Delhi-110086.

....Claimant

Versus

The Commissioner,

Municipal Corporation of Delhi,

Dr. S.P. Mukherjee Civic Center,

Jawahar Lal Nehru Marg, Minto Road,

Delhi – 110 002

.....Management

None for the claimant

Shri Deepesh Verma, AR for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.42011/158/2017-IR(DU) dated 02.08.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the management of South Delhi MCD in terminating the services of the workman Sh.Amarjit S/o Sh.Dharam Singh, who was working as Assistant Public Health Inspector/Vaccinator from 01.10.2010, is fair, just & legal ? If not, to what relief is he entitled ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding Officer

Date: 16.12.2022

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 441.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नार्थ ईस्टर्न रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (18/2021) प्रकाशित करती है।

[सं. 12025/01/2023-आई आर (बी-1)-25]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 441.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of North Eastern Railway and their workmen.

[No. L-12025/01/2023-IR (B-I)-25]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM – LABOUR COURT KANPUR

PRESENT SOMA SHEKHAR JENA, HJS (Retd.)

I.D. Case NO. 18 of 2021

Under section 2A of Industrial Disputes Act, 1947

Between

Sajar Hussian S/o Late Haji Akbar Ali
207, Chaksa Hussian, Jamunahiya Bagh
Near Gorakhnath Mandir, Gorakhpur
U.P. – 273015

And

1. The General Manager, M/s A to Z infra Services Ltd.
O- 116, 1st Floor, Shopping Mall, Arjun Marg,
DLF City Phase-1 , Gurgaon (Haryana) – 122602
2. Manager, North Eastern Railway, Lucknow
Division Ashok Marg, Lucknow - 226001

AWARD

After failure of conciliation between the claimant workman and the management within the stipulated 45 days before the Regional Labour Commissioner, Allahabad. The present Industrial Dispute was preferred on behalf of the claimant workman under section 2A of the Industrial Disputes Act, 1947 for adjudication.

One case was registered by the Assistant Labour Commissioner, Central Alopibagh, Prayagraj (Allahabad), the opposite parties were called on various dates for hearing, but the opposite party no. 1 did not appear before the Regional Office. It was defiantly said by O.P. No. 1 that the worker would not be hired, it would be appropriate to say here that it was said by the opposite party no. 2 that the Railway Department has given tender/contract to the company to get the work done, they have no responsibility as to whoever is kept in employment by the O.P. No. 1 company. When the authorized representative saw the management side was adopting a dilatory trick in the dispute of raised by the labourer, after the passage of 45 days, by the authorized representative of the worker this dispute was

presented before this Tribunal under section 2 A of the Industrial Disputes Act, 1947. It is in this context that this case was preferred after the order dated 10/10/2019, the applicant was threatened with unemployment, the applicant was threatened with dire consequence by the management, which was immediately communicated to the Police (GRP). The applicant got very scared. The authorized representative of the Union was contacted by the claimant workman and was requested to present his case but at the time when the Union's authorized representative was requested, the corona virus covid-19 epidemic was of virulent prevalence. In view of the above circumstances, there was delay in presenting the dispute.

Workman was appointed on the post of sweeper by the opposite party no. 1 at Gorakhpur Junction railway station on 01/11/2016. Workers started providing their services. During the entire service period of the worker, the worker performed the assigned tasks in satisfactory manner. There was no allegation against the workman. The services of the worker continued without any interruption till the date of termination by verbal order.

The work done by the worker is of permanent nature and more than 240 days of work has been done by him every calendar year. Since 01/11/2016, the labourer has been continuously giving the services to opposite no. 1 the contractor engaged by opposition no. 2 and the workers have been providing continuous services to the opposition no. 2 who was the principal employer.

The wage has been paid to the worker by the opposite party through his bank account. It is pertinent to say here that the workers were paid Rs. 5500/- initially and later Rs. 6300/- through their bank accounts less than the wages notified by the Central Government under the Minimum Wages Act, 1948.

No action was taken by the employers even after repeatedly asking the opposite parties for minimum wage, insurance and the employer kept on deferring by giving mere assurances.

The contract was awarded to the opposite party no. 1 by the opposite no. 2 for the period from 01 April 2016 to 31 March 2019. In the contract, 235 contract employees did their work diligently.

According to the tender contract by the O.P. No. 1 the work of cleaning trains and filling water in trains was started from 01 April 2016 at Gorakhpur Junction Railway Station Gorakhpur.

When the workers asked the O.P. No. 1 for payment of minimum wages provident funds and insurance, he did not give any answer, complaint was made by the workers to Gorakhpur Junction Railway Station under opposite party no. 2. In the context of the above complaint made to the higher authorities by the opposite party no. 2 the contract employee was not allowed by oral order. He was removed from service on 10th April 2018. The sections 25 F, 25 D, 25 N & 25 F Industrial Disputes Act 1947 were open by infringing.

The services of the worker were terminated by the O.P. no.1 orally without giving any notice or pay in lieu of notice and retrenchment compensation without giving any reason he was removed with immediate effect, due to which the problem of unemployment arose for the worker. This act of the employer is clearly in violation of the provisions contained in section 25 F, 25 D, 25 N, 25 F of the Industrial Disputes Act, 1947.

The workman after the end of his job by unfair and illegal retrenchment, searched for jobs in many establishments, but even after his many efforts no job has been found till date and due to the concern for the maintenance of the family, wandering from door to door, law enforcement. Due to lack of the life, the case could not be presented before the court in time and please grant exemption in delay to the claimant.

On the basis of the above mentioned facts and circumstances, it is pleaded before the Hon'ble Presiding Officer that the workers may be kindly given the following benefits and reliefs:-

The termination of the service done by the employer should be declared as unfair and illegal. The worker should be reinstated in service in continuity with full salary and all other benefits for the jobless period from the date of termination of his service. The worker should get the bonus fund for the entire service period and proper service including compensation and be reinstated in job with any other benefit which the Hon'ble Presiding Officer may deem fit in favour of the workman.

An application has been filed by the claimant workman on 24/12/2021 for withdrawal of this Industrial Dispute.

The claimant reached an agreement with the opposite party no. 1 for compensation of Rs. 24,570/-. As per the notification no. 1/26(5)2019-LS-II of Ministry of Labour & Employment the minimum salary prescribed under 'B' category of the notification the claimant is entitled of daily wage of Rs. 564/- equal to Rs. 16380/- for one month. In addition to that notice pay of 15 days will also be provided to the claimant workman which is Rs. 8,190/- in total a compensation of Rs. 24,570/-. It is pertinent to mention that claimant workman as per his averments is working in a private company in Mumbai hundreds of Kilometers away from his residence, Shohratgarh district, Siddharth Nagar, hence unable to appear before the Tribunal at present, all disputes are resolved and settled and claimant workman is completely satisfied with the agreement and he does not want to pursue the dispute any more. The amount of money provided to the worker through cheque photocopy of which is enclosed with the withdrawal application does form part of the record.

After thorough perusal of the case record and in view of the peculiar circumstances, the case is disposed of as not pressed.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 442.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी जी आर माइनिंग इन्फ्रा प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 04/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/105/2015-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 442.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of BGR Mining Infra Pvt.Ltd and their workmen, received by the Central Government on 06/04/2023

[No. L-22012/105/2015 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

KANPUR

PRESENT SOMA SHEKHAR JENA ए HJS (Retd.)

I.D. No. 04 of 2016

Ref. No. L-22012/105/2015-IR(CM-II) dated: 22.01.2016

BETWEEN

Sh. Shashikant Verma S/o Sh. Surendra Verma,

Vill. Billi Markundi (Obra),

Distt. Sonebhadra (U.P.)

Sonebhadra (U.P.)

AND

1. The General Manager,
BGR Mining, Khadia Opencast Project,
Khadia, Distt. Sonebhadra (U.P.)
Sonebhadra (U.P.)-231222

2. The General Manager,
NCL Khadia Project Khadia,
Shakti Nagar,
Sonebhadra (U.P.)- 231222.

AWARD

This award is delivered with reference to the Industrial Dispute referred to this Tribunal in notification no. L-22012/105/2015-IR(CM-II) dated 22/01/2016 issued by the Government of India Ministry of Labour & Employment as stated in the Schedule.

SCHEDULE

‘Whether the action of the management of BGR Mining Infra Private Limited in terminating services of Shri Shashikant Verma is legal & justified ? If not, to what relief the concerned workman is entitled for?’

After receipt of the aforesaid reference by this Industrial Tribunal notices were issued to the concerned parties. Statement of claim was filed by claimant workman Shashikant Verma with averments which may be concisely stated as below:

The applicant has been employed in B.G.R. Mining & Infra Pvt. There, instead of 8 hours, the applicant was made to work for 12 hours by the employer, RET and in the name of sepatti security, the photograph was taken just once by wearing safety equipment and the applicant's account was not even opened there. On complaining to the project manager, it was said that if he did not want to work, he could leave the job. If the blasting work not done, the in-charge asked the applicant to take jungle pole, sometimes to clear the grass from the camp, and sometimes from the officers' room. The applicant was not even given a payment slip, on complaining about which the applicant had been regularly abused and threatened with loss of job, while the applicant had been following the instructions of the site in-charge and the project in-charge equally and had done his duty with due diligence.

On 4.2.2015, on the basis of conspiracy and false statements, the applicant was challaned under Sections 151/107/116 by the Shaktinagar police station and was sent to jail at night. After being released on bail, he complained about the above things to the concerned police officers.

The written statement of the O.P. No. 1 has been submitted with averments which may be summarized as follows:

Shri Shasikant Verma was engaged as Blasting Helper by M/S. BGR Mining & Infra (P) Limited, Khadia Project, Sonebhadra on 4/9/2014.

In this connection, Shri Shasikant Verma had also submitted his Consent Letter Dated 4/9/2014 about the engagement to the Management.

Shri Shasikant Verma had joined the work in M/S. BGR Mining & Infra (P) Limited, Khadia Project, Sonebhadra on 4/9/2014.

In spite of his indisciplined and violent behaviour with superior authority at Work Area, Sri Shasikant Verma had been transferred from Khadia Project to BGR Mining/Infra (P) Limited Amlori Project where he had worked Two Months only i.e. October, 2014 and November, 2014.

It is also submitted that Shasikant Verma had actually worked from 4/9/2014 to 30/11/2014 in Sites/Projects of BGR Mining Infra (P) Limited, Sonebhadra., on temporary basis.

The Management of BGR Mining & Infra (P) Limited, Sonebhadra kept him for work on sympathetic grounds for Two Months only i.e. October, 2014 and November, 2014. Shasi Kant Verma was in the habit of keeping him absent without information. After, November, 2014, he remained absent without information.

After 30/11/2014, his services has been dispensed with by the Management of M/s. BGR Mining & Infra (P) Limited, Sonebhadra.

After a gap of two months, on 4/2/2015 Shri Shasikant Verma came to BGR Mining & Infra (P) Limited, Khadia Project and had violently behaved with the In-Charge of the Site. Due to mis-behaviour, Management of M/s. BGR Mining & Infra (P) Limited filed a Police Complaint (F.I.R.) against him at Shakti Nagar Police Station, Sonbhadra.

The written statement of the O.P. No. 2 has been submitted with averments which may be summarized as below:

The so called workman concerned has not filed any statement of claim before the Hon'ble Presiding Officer, Central Government Industrial Tribunal-Cum-Labor Court at Kanpur, but, the statement of claim is addressed to the Assistant Labour Commissioner (Central), Allahabad. In view of the above, the present statement of claim of the so called workman addressed to the Assistant Labour Commissioner (Central), Allahabad cannot be treated as statement of claim before the Presiding Officer, CGIT, Kanpur. Hence, the statement of claim of the so called workman is legally not entertainable and it is liable to be rejected.

It is submitted that since, there was no permanent vacancy of Secretarial para medical, peripheral and other support services, it was decided by the management of answering employer no. 2 to procure the said services through a contractor. Accordingly, tenders were invited for hiring outsourcing man power for excavators, Area Dumper/Tippers, Drills, Dozers, Graders and Water Sprinklers for composite work consisting of Blast Hold Drilling Excavation, Loading Transportation of Broken Rocks/Soil/Earth, Unloading/Dumping spreading, Dozing, Water Sprinkling and Grading etc.

That pursuant to the tenders dated 24.9.2014 by M/S BGR Mining Infra Ltd. Khadia Project, i.e. answering employer no. 1 was given contract for doing work of the answering employer no.2.

That in this manner, the answering employer no. 2 out sourced certain activities/ services like manual work force, providing Secretarial, Paramedical and other peripheral services on contract basis. Accordingly answering employer no. 2 was awarded a contract. It is submitted that the contract labour in the above activities are engaged because it is neither practicable necessary for answering employer no. to engage regular workmen in the above mentioned works, process and/or Operations.

The following points are to be answered for adjudication of this Industrial Dispute:

1. Whether in view of the evidence adduced by the parties. It is established that claimant workman Shahikant Verma is found to have worked continuously for one year or for 240 days in twelve preceding calendar months prior to termination.
2. What relief the claimant workman is entitled.

Point No:1. Though claimant workman has claimed that he continuously worked for a period more than one year after 04/09/2013 in course of cross-examination he has admitted that no letter of appointment was issued to him by O.P. No. 1 from 04/09/2013. Claimant workman has further admitted that in the documents produced by him, it has not been specifically mentioned that he had worked from 04/09/2013 up to 03/09/2014. Though claimant workman heavily relies on one document marked paper 9/3 purporting to be one experience certificate showing that the claimant workman had worked from 04/09/2013 up to 03/09/2014 he has admitted that no letter number nor date of issuance of the said certificate has been assigned. To further cross-examination claimant workman has admitted that he is unable to state name of the signatory on the experience certificate. On going through the above stated deposition of the claimant workman, it can be logically held that the so called experience certificate marked paper no. 9/3 cannot be accepted as a genuine document. In other words, authenticity of the so called experience certificate marked paper no. 9/3 is doubtful. There is ample evidence before this Tribunal that O.P. No. 1 was engaged as contractor by O.P. No. 2 on 24/07/2014 the copy of the agreement engaging O.P. No. 1 as contractor of O.P. No. 2 cannot be treated as a fake document rather authenticity of the said agreement establishing that O.P. No. 1 was engaged by O.P. No. 2 as its contractor has not been demolished. To add to this it has been indicated in course of cross-examination that the bank payment receipts show that only for about three months, the claimant workman had worked under O.P. No. 1. Even claimant workman has admitted that from paper no. 9/7 which shows attendance on duty under O.P. No 1 it is revealed from 04/09/2014 claimant had worked. Law is well settled that heavy burden lies from the claimant workman to establish that he had worked for 240 days under the employer. Even the evidence adduced by the claimant workman fails to establish that he had worked for 95 days below the ground in a mine during a period of six calendar months prior to termination.

If we go by evidence of claimant workman the last day of work under O.P. No. 1 is 16/12/2014. The claimant workman has failed to prove continuous work by him for 240 days prior to 16/12/2014. In view of such evidence the claimant workman is not entitled for protection available under section 25-B and 25-F of the Industrial Disputes Act, 1947.

Answer to the above point goes against the claimant workman.

Point No:2. In the forgoing paragraph it is has been concluded that claimant workman has failed to prove that he has worked for 240 days during the preceding Twelve calendar month prior to his termination or 95 days within a period of six months below the ground in mining establishment. Though it is found that he is diploma holder in mechanical engineering his engagement as blasting helper cannot be held to be illegal or contrary to law. From evidence adduced before this Tribunal, it is amply clear that he had accepted the employment on his own volition. His transfer to Amlohri cannot be held to be on victimization.

In view of the discussion stated above no victimization of the claimant workman can be imputed to O.P. No.1 and as such claimant workman is not entitled for reinstatement in his job nor for any compensation.

The point is answered against the claimant workman.

In view of the discussion stated above the reference is answered against the claimant workman and he is not entitled for any reinstatement in his former job nor backwages nor for any compensation.

The reference is answered against the claimant workman.

Parties are left to bear their respective costs.

Date: 22.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer,

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 443.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 16/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल-22013/01/2023-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 443.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2022) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT**

KANPUR

PRESENT SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 16 of 2022

K-10/4-8/2021-IR dated 21.02.2022

BETWEEN

Shri Ram Lakhan S/O Shri Nanhku Nishad,
Village Marka, Post Marka, Thana Marka,
Tehsil Baberu, Distt. Banda (U.P.)

AND

1. The Divisional Manager (P),
Food Corporation of India,
Jaraili Kothi, Police Line
Banda-210001.
2. The Executive Director(North),
Food Corporation of India,2A, A,2B,
Tulsi Marg, Sector-24 ,Noida-201301

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Dy. Chief Labour Commissioner(Central) in letter no. K-10/4-8/2021-IR dated 21.02.2022.

SCHEDULE

‘Whether Shri Ram Lakhan S/O Shri Nanhkhu Nishad was engaged by the contractor representative Shri Suresh Mishra w.e.f. 04.08.2008 as Contract Labour in the establishment of Food Corporation of India ,Banda? If so, whether his alleged termination w.e.f. 23.04.2010 by the management of Food Corporation of India/Contractor, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?’

On receipt of notification, notices were issued to both the parties on 23.02.2022 fixing 26.04.2022 for filing of statement of claim. But none appeared on behalf of claimant workman on the date fixed. On perusal of the record it is found that though several dates were fixed for filing the statement of claim none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant for submitting statement of claim; the claimant failed to present the case before this Tribunal. Later the case was reserved for final award for non-appearance of the claimant .

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 28.02.2023

SOMA SHEKHAR, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 444.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 18/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल-22013/01/2023-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 444.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2022) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023-IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR****PRESENT****SOMA SHEKHAR JENA, HJS (Retd.)****I.D. No. 18 of 2022****No. K-10/4-10/2021-IR dated 21.02.2022****BETWEEN**Shri Ram Naresh S/o Shri Matadin Nishad,
Village Parenda, Post Paprenda, Thana Chilla, Tehsil Sadar, Distt. Banda. (U.P.)**AND**

1. The Executive Director (North), Food Corporation of India, 2A, A, 2B, Tulsi Marg, Sector- 24, Noida- 201301.
2. The Divisional Manager, Food Corporation of India, Jaraili Kothi, Police Line, Banda- 210001.

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Dy. Chief Labour Commissioner (Central) in letter no. K-10/4-10/2021- IR dated 21.02.2022.

SCHEDULE

“Whether Shri Ram Naresh S/o Shri Matadin Nishad was engaged by the contractor representative Shri Suresh Mishra w.e.f. 03.08.2008 as Contract labour in the establishment of Food Corporation of India, Banda? If so, whether his alleged termination w.e.f. 23.04.2010 by the management of Food Corporation of India/ Contractor, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?”

On receipt of notification, notices were issued to both the parties on 23rd February 2022 fixing 26.04.2022 for filing of statement of claim. But none appeared on behalf of claimant workman on the date fixed.

On perusal of the record it is found that though several dates were fixed for filing the statement of claim none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant for submitting statement of claim; the claimant workman failed to present the case before this Tribunal. On 16.02.2023 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 02.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 445.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय, कानपुर के पंचाट

(संदर्भ संख्या 22/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/04/2023 को प्राप्त हुआ था।

[सं. एल- 22013/01/2023.आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 445.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2022) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023.

[No. L-22013/01/2023-IR (CM-II)]

MANIKANDAN N., Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 22 of 2022

No. K-10/4-21/2021-IR dated 23.02.2022

BETWEEN

Shri Avneesh Prajapati S/o Late Markandey Prajapati,

Village Varari, Post Baitalpur, Thana Gauri Bazar, Tehsil Distt. Deoria-274201 (U.P.)

AND

1. The Executive Director (North), Food Corporation of India, 2A, A, 2B, Tulsi Marg, Sector- 24, Noida- 201301.
2. The Divisional Manager, Food Corporation of India, Jaraili Kothi, Police Line, Banda- 210001.

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Dy. Chief Labour Commissioner (Central) in letter no. K-10/4-21/2021- IR dated 23.02.2022.

SCHEDULE

“Whether Shri Avneesh Prajapati S/o Late Markandey Prajapati was engaged by the contractor representative Shri Suresh Mishra w.e.f. 03.08.2008 as Contract labour in the establishment of Food Corporation of India, Banda? If so, whether his alleged termination w.e.f. 23.04.2010 by the management of Food Corporation of India/ Contractor, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?”

On receipt of notification, notices were issued to both the parties on 23rd February 2022 fixing 26.04.2022 for filing of statement of claim. But none appeared on behalf of claimant workman on the date fixed.

On perusal of the record it is found that though several dates were fixed for filing the statement of claim none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant for submitting statement of claim; the claimant workman failed to present the case before this Tribunal. On 16.02.2023 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 28.02.2023

SOMA SHEKHAR JENA, HJS (Retd.) Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 446.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 21/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल- 22013/01/2023-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 446.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2022) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023-IR (CM-II)]

MANIKANDAN. N Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

PRESENT SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 21 of 2022

K-10/4-1/2022-IR dated 23.02.2022

BETWEEN

Shri Amar Dev S/O Shri Ram Awadh Vishwakarma,
Village Katya Jagdishpur,
Post Begikol, Thana Jaitpur
Tehsil Jalalpur,
Distt.Ambedkarnagar-271313(U.P.)

AND

1. The Divisional Manager (P),
Food Corporation of India,
Jaraili Kothi, Police Line
Banda-210001.
2. The Executive Director(North),
Food Corporation of India,2A,A,2B,
Tulsi Marg, Sector-24 ,Noida-201301

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Dy. Chief Labour Commissioner(Central) in letter no. K-10/4-1/2022-IR dated 23.02.2022.

SCHEDULE

‘Whether Shri Amar Dev S/o Shri Ram Awadh Vishwakarma was engaged by the contractor representative Shri Suresh Mishra w.e.f. 03.08.2008 as Contract labour in the establishment of Food Corporation of India, Banda? If so, whether his alleged termination

w.e.f. 23.04.2010 by the management of Food Corporation of India/Contractor, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

On receipt of notification, notices were issued to both the parties on 23.02.2022 fixing 26.04.2022 for filing of statement of claim. But none appeared on behalf of claimant workman on the date fixed. On perusal of the record it is found that though several dates were fixed for filing the statement of claim none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant for submitting statement of claim; the claimant failed to present the case before this Tribunal. Later the case was reserved for final award for non-appearance of the claimant .

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 28.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 17/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल- 22013/01/2023-आई. आर (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 447.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2022) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 17 of 2022

No. K-10/4-9/2021-IR dated 21.02.2022

BETWEEN

Shri Vanshraj Yadav S/o Shri Gajraj Yadav,

Village Lohari, Post Bhujrakh, Thana Tindwari, Distt. Banda-210128 (U.P.)

AND

1. The Executive Director (North), Food Corporation of India, 2A, A, 2B, Tulsi Marg,
Sector- 24, Noida- 201301.
2. The Divisional Manager, Food Corporation of India, Jaraili Kothi, Police Line, Banda- 210001.

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Dy. Chief Labour Commissioner (Central) in letter no. K-10/4-9/2021- IR dated 21.02.2022.

SCHEDULE

“Whether Shri Vansh Raj Yadav S/o Shri Gajraj Yadav was engaged by the contractor representative Shri Suresh Mishra w.e.f. 04.08.2008 as Contract labour in the establishment of Food Corporation of India, Banda? If so, whether his alleged termination w.e.f. 23.04.2010 by the management of Food Corporation of India/ Contractor, is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?”

On receipt of notification, notices were issued to both the parties on 23rd February 2022 fixing 26.04.2022 for filing of statement of claim. But none appeared on behalf of claimant workman on the date fixed.

On perusal of the record it is found that though several dates were fixed for filing the statement of claim but none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant for submitting statement of claim; the claimant workman failed to present the case before this Tribunal. On 16.02.2023 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 28.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officerpur

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी जी आर माइनिंग इंफ्रा प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 04/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/105/2023-आई. आर. (सी.एम.-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 448.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of BGR Mining Infra Pvt.Ltd and their workmen, received by the Central Government on 06/04/2023.

[No. L-22012/105/2015-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT, KANPUR****PRESENT SOMA SHEKHAR JENA, HJS (Retd.)**

I.D. No. 04 of 2016

Ref. No. L-22012/105/2015-IR(CM-II) dated: 22.01.2016

BETWEEN

Sh. Shashikant Verma S/o Sh. Surendra Verma,

Vill. Billi Markundi (Obra),

Distt. Sonebhadra (U.P.)

Sonebhadra (U.P.)

AND

1. The General Manager,
BGR Mining, Khadia Opencast Project,
Khadia, Distt. Sonebhadra (U.P.)
Sonebhadra (U.P.)-231222

2. The General Manager,
NCL Khadia Project Khadia,
Shakti Nagar,
Sonebhadra (U.P.)- 231222.

AWARD

This award is delivered with reference to the Industrial Dispute referred to this Tribunal in notification No. L-22012/105/2015-IR(CM-II) dated 22/01/2016 issued by the Government of India Ministry of Labour & Employment as stated in the Schedule.

SCHEDULE

‘Whether the action of the management of BGR Mining Infra Private Limited in terminating services of Shri Shashikant Verma is legal & justified ? If not, to what relief the concerned workman is entitled for?’

After receipt of the aforesaid reference by this Industrial Tribunal notices were issued to the concerned parties. Statement of claim was filed by claimant workman Shashikant Verma with averments which may be concisely stated as below:

The applicant has been employed in B.G.R. Mining & Infra Pvt. There, instead of 8 hours, the applicant was made to work for 12 hours by the employer, RET and in the name of sepatti security, the photograph was taken just once by wearing safety equipment and the applicant's account was not even opened there. On complaining to the project manager, it was said that if he did not want to work, he could leave the job. If the blasting work not done, the in-charge asked the applicant to take jungle pole, sometimes to clear the grass from the camp, and sometimes from the officers' room. The applicant was not even given a payment slip, on complaining about which the applicant had been regularly abused and threatened with loss of job, while the applicant had been following the instructions of the site in-charge and the project in-charge equally and had done his duty with due diligence.

On 4.2.2015, on the basis of conspiracy and false statements, the applicant was challaned under Sections 151/107/116 by the Shaktinagar police station and was sent to jail at night. After being released on bail, he complained about the above things to the concerned police officers.

The written statement of the O.P. No. 1 has been submitted with averments which may be summarized as follows:

Shri Shashikant Verma was engaged as Blasting Helper by M/S. BGR Mining & Infra (P) Limited, Khadia Project, Sonebhadra on 4/9/2014.

In this connection, Shri Shasikant Verma had also submitted his Consent Letter Dated 4/9/2014 about the engagement to the Management.

Shri Shasikant Verma had joined the work in M/S. BGR Mining & Infra (P) Limited, Khadia Project, Sonebhadra on 4/9/2014.

In spite of his indisciplined and violent behaviour with superior authority at Work Area, Sri Shasikant Verma had been transferred from Khadia Project to BGR Mining/Infra (P) Limited Amlori Project where he had worked Two Months only i.e. October, 2014 and November, 2014.

It is also submitted that Shasikant Verma had actually worked from 4/9/2014 to 30/11/2014 in Sites/Projects of BGR Mining Infra (P) Limited, Sonebhadra., on temporary basis.

The Management of BGR Mining & Infra (P) Limited, Sonebhadra kept him for work on sympathetic grounds for Two Months only i.e. October, 2014 and November, 2014. Shasi Kant Verma was in the habit of keeping him absent without information. After, November, 2014, he remained absent without information.

After 30/11/2014, his services has been dispensed with by the Management of M/s. BGR Mining & Infra (P) Limited, Sonebhadra.

After a gap of of two months, on 4/2/2015 Shri Shasikant Verma came to BGR Mining & Infra (P) Limited, Khadia Project and had violently behaved with the In- Charge of the Site. Due to mis-behaviour, Management of M/s. BGR Mining & Infra (P) Limited filed a Police Complaint (F.I.R.) against him at Shakti Nagar Police Station, Sonbhadra.

The written statement of the O.P. No. 2 has been submitted with averments which may be summarized as below:

The so called workman concerned has not filed any statement of claim before the Hon'ble Presiding Officer, Central Government Industrial Tribunal-Cum-Labor Court at Kanpur, but, the statement of claim is addressed to the Assistant Labour Commissioner (Central) , Allahabad. In view of the above, the present statement of claim of the so called workman addressed to the Assistant Labour Commissioner (Central), Allahabad cannot be treated as statement of claim before the Presiding Officer, CGIT, Kanpur. Hence, the statement of claim of the so called workman is legally not entertainable and it is liable to be rejected.

It is submitted that since, there was no permanent vacancy of Secretarial para medical, peripheral and other support services, it was decided by the management of answering employer no. 2 to procure the said services through a contractor. Accordingly, tenders were invited for hiring outsourcing man power for excavators, Area Dumper/Tippers, Drills, Dozers, Graders and Water Sprinklers for composite work consisting of Blast Hold Drilling Excavation, Loading Transportation of Broken Rocks/Soil/Earth, Unloading/Dumping spreading, Dozing, Water Sprinkling and Grading etc.

That pursuant to the tenders dated 24.9.2014 by M/S BGR Mining Infra Ltd. Khadia Project, i.e. answering employer no. 1 was given contract for doing work of the answering employer no.2.

That in this manner, the answering employer no. 2 out sourced certain activities/ services like manual work force, providing Secretarial, Paramedical and other peripheral services on contract basis. Accordingly answering employer no. 2 was awarded a contract. It is submitted that the contract labour in the above activities are engaged because it is neither practicable necessary for answering employer no. to engage regular workmen in the above mentioned works, process and/or Operations.

The following points are to be answered for adjudication of this Industrial Dispute:

1. Whether in view of the evidence adduced by the parties. It is established that claimant workman Shahikant Verma is found to have worked continuously for one year or for 240 days in twelve preceding calendar months prior to termination.
2. What relief the claimant workman is entitled.

Point No : 1. Though claimant workman has claimed that he continuously worked for a period more than one year after 04/09/2013 in course of cross-examination he has admitted that no letter of appointment was issued to him by O.P. No. 1 from 04/09/2013. Claimant workman has further admitted that in the documents produced by him, it has not been specifically mentioned that he had worked from 04/09/2013 up to 03/09/2014. Though claimant workman heavily relies on one document marked paper 9/3 purporting to be one experience certificate showing that the claimant workman had worked from 04/09/2013 up to 03/09/2014 he has admitted that no letter number nor date of issuance of the said certificate has been assigned. To further cross-examination claimant

workman has admitted that he is unable to state name of the signatory on the experience certificate. On going through the above stated deposition of the claimant workman, it can be logically held that the so called experience certificate marked paper no. 9/3 cannot be accepted as a genuine document. In other words, authenticity of the so called experience certificate marked paper no. 9/3 is doubtful. There is ample evidence before this Tribunal that O.P. No. 1 was engaged as contractor by O.P. No. 2 on 24/07/2014 the copy of the agreement engaging O.P. No. 1 as contractor of O.P. No. 2 cannot be treated as a fake document rather authenticity of the said agreement establishing that O.P. No. 1 was engaged by O.P. No. 2 as its contractor has not been demolished. To add to this it has been indicated in course of cross-examination that the bank payment receipts show that only for about three months, the claimant workman had worked under O.P. No. 1. Even claimant workman has admitted that from paper no. 9/7 which shows attendance on duty under O.P. No. 1 it is revealed from 04/09/2014 claimant had worked. Law is well settled that heavy burden lies from the claimant workman to establish that he had worked for 240 days under the employer. Even the evidence adduced by the claimant workman fails to establish that he had worked for 95 days below the ground in a mine during a period of six calendar months prior to termination.

If we go by evidence of claimant workman the last day of work under O.P. No. 1 is 16/12/2014. The claimant workman has failed to prove continuous work by him for 240 days prior to 16/12/2014. In view of such evidence the claimant workman is not entitled for protection available under section 25-B and 25-F of the Industrial Disputes Act, 1947.

Answer to the above point goes against the claimant workman.

Point No : 2. In the forgoing paragraph it is has been concluded that claimant workman has failed to prove that he has worked for 240 days during the preceding Twelve calendar month prior to his termination or 95 days within a period of six months below the ground in mining establishment. Though it is found that he is diploma holder in mechanical engineering his engagement as blasting helper cannot be held to be illegal or contrary to law. From evidence adduced before this Tribunal, it is amply clear that he had accepted the employment on his own volition. His transfer to Amlohri cannot be held to be on victimization.

In view of the discussion stated above no victimization of the claimant workman can be imputed to O.P. No.1 and as such claimant workman is not entitled for reinstatement in his job nor for any compensation.

The point is answered against the claimant workman.

In view of the discussion stated above the reference is answered against the claimant workman and he is not entitled for any reinstatement in his former job nor backwages nor for any compensation.

The reference is answered against the claimant workman.

Parties are left to bear their respective costs.

Date: 22.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 449.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नार्थ ईस्टर्न रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (18/2021) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई. आर. (बी-I)-25]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 449.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of North Eastern Railway and their workmen.

[No. L-12025/01/2023–IR (B-1) -25]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM – LABOUR COURT, KANPUR

PRESENT SOMA SHEKHAR JENA, HJS (Retd.)

I.D. Case NO. 18 of 2021

Under section 2A of Industrial Disputes Act, 1947

BETWEEN

Sajar Hussian S/o Late Haji Akbar Ali
207, Chaksa Hussian, Jamunahiya Bagh
Near Gorakhnath Mandir, Gorakhpur
U.P. – 273015

AND

1. The General Manager, M/s A to Z infra Services Ltd.
O- 116, 1st Floor, Shopping Mall, Arjun Marg,
DLF City Phase-1 , Gurgaon (Haryana) – 122602
2. Manager, North Eastern Railway, Lucknow
Division Ashok Marg, Lucknow - 226001

AWARD

After failure of conciliation between the claimant workman and the management within the stipulated 45 days before the Regional Labour Commissioner, Allahabad. The present Industrial Dispute was preferred on behalf of the claimant workman under section 2A of the Industrial Disputes Act, 1947 for adjudication.

One case was registered by the Assistant Labour Commissioner, Central Alopibagh, Prayagraj (Allahabad), the opposite parties were called on various dates for hearing, but the opposite party no. 1 did not appear before the Regional Office. It was defiantly said by O.P. No. 1 that the worker would not be hired, it would be appropriate to say here that it was said by the opposite party no. 2 that the Railway Department has given tender/contract to the company to get the work done, they have no responsibility as to whoever is kept in employment by the O.P. No. 1 company. When the authorized representative saw the management side was adopting a dilatory trick in the dispute of raised by the labourer, after the passage of 45 days, by the authorized representative of the worker this dispute was presented before this Tribunal under section 2A of the Industrial Disputes Act, 1947. It is in this context that this case was preferred after the order dated 10/10/2019, the applicant was threatened with unemployment, the applicant was threatened with dire consequence by the management, which was immediately communicated to the Police (GRP). The applicant got very scared. The authorized representative of the Union was contacted by the claimant workman and was requested to present his case but at the time when the Union's authorized representative was requested, the corona virus covid-19 epidemic was of virulent prevalence. In view of the above circumstances, there was delay in presenting the dispute.

Workman was appointed on the post of sweeper by the opposite party no.1 at Gorakhpur Junction railway station on 01/11/2016. Workers started providing their services. During the entire service period of the worker, the worker performed the assigned tasks in satisfactory manner. There was no allegation against the workman. The services of the worker continued without any interruption till the date of termination by verbal order.

The work done by the worker is of permanent nature and more than 240 days of work has been done by him every calendar year. Since 01/11/2016, the labourer has been continuously giving the services to opposite no. 1 the contractor engaged by opposition no. 2 and the workers have been providing continuous services to the opposition no. 2 who was the principal employer.

The wage has been paid to the worker by the opposite party through his bank account. It is pertinent to say here that the workers were paid Rs. 5500/- initially and later Rs. 6300/- through their bank accounts less than the wages notified by the Central Government under the Minimum Wages Act, 1948.

No action was taken by the employers even after repeatedly asking the opposite parties for minimum wage, insurance and the employer kept on deferring by giving mere assurances.

The contract was awarded to the opposite party no. 1 by the opposite no. 2 for the period from 01 April 2016 to 31 March 2019. In the contract, 235 contract employees did their work diligently.

According to the tender contract by the O.P. No. 1 the work of cleaning trains and filling water in trains was started from 01 April 2016 at Gorakhpur Junction Railway Station Gorakhpur.

When the workers asked the O.P. No. 1 for payment of minimum wages provident funds and insurance, he did not give any answer, complaint was made by the workers to Gorakhpur Junction Railway Station under opposite party no. 2. In the context of the above complaint made to the higher authorities by the opposite party no. 2 the contract employee was not allowed by oral order. We was removed from service on 10th April 2018. The sections 25 F, 25 D, 25 N & 25 F Industrial Disputes Act 1947 were open by infringed.

The services of the worker were terminated by the O.P. no.1 orally without giving any notice or pay in lieu of notice and retrenchment compensation without giving any reason he was removed with immediate effect, due to which the problem of unemployment arose for of the worker. This act of the employer is clearly in violation of the provisions contained in section 25F, 25D, 25N, 25F of the Industrial Disputes Act, 1947.

The workman after the end of his job by unfair and illegal retrenchment, searched for jobs in many establishments, but even after his many efforts no job has been found till date and due to the concern for the maintenance of the family, wandering from door to door, law enforcement. Due to lack of the life, the case could not be presented before the court in time and please grant exemption in delay to the claimant.

On the basis of the above mentioned facts and circumstances, it is pleaded before the Hon'ble Presiding Officer that the workers may be kindly given the following benefits and reliefs:-

The termination of the service done by the employer should be declared as unfair and illegal. The worker should be reinstated in service in continuity with full salary and all other benefits for the jobless period from the date of termination of his service. The worker should get the bonus fund for the entire service period and proper service including compensation and be reinstated in job with any other benefit which the Hon'ble Presiding Officer may deem fit in favour of the workman.

An application has been filed by the claimant workman on 24/12/2021 for withdrawal of this Industrial Dispute.

The claimant reached an agreement with the opposite party No. 1 for compensation of Rs. 24,570/-, As per the notification no. 1/26(5)2019-LS-II of Ministry of Labour & Employment the minimum salary prescribed under 'B' category of the notification the claimant is entitled of daily wage of Rs. 564/- equal to Rs. 16380/- for one month. In addition to that notice pay of 15 days will also be provided to the claimant workman which is Rs. 8,190/- in total a compensation of Rs. 24,570/-. It is pertinent to mention that claimant workman as per his averments is working in a private company in Mumbai hundreds of Kilometers away from his residence, Shohratgarh district, Siddharth Nagar, hence unable to appear before the Tribunal at present, all disputes are resolved and settled and claimant workman is completely satisfied with the agreement and he does not want to pursue the dispute any more. The amount of money provided to the worker through cheque photocopy of which is enclosed with the withdrawal application does form part of the record.

After thorough perusal of the case record and in view of the peculiar circumstances, the case is disposed of as not pressed.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 450.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (97/2019) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई आर (बी-1)-14]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 450.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 97/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023-IR(B-1)-14]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 97 of 2019

BETWEEN

Shri Naveen Kumar Mishra S/o Ashok Mishra

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 15.02.2019

On 15th February 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 09.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several

opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 21.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 451.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (31/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई. आर(बी-1)-05]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 31/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023-IR(B-1)-05]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR**

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 31 of 2019

BETWEEN

Shri Bhajan Lal S/o Pyare Lal

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 16.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 14.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

दिल्ली, 6 अप्रैल, 2023

का.आ. 452.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (95/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई आर (बी-I)-15]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 95/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023—IR(B-1) -15]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 95 of 2019

BETWEEN

Shri Santosh Kumar Yadav S/o Shri Ramchandra Yadav

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,
Bajaramau, Chaubeypur, Kanpur (U.P.)-209203

AND

The General Manager,
Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 15.02.2019

On 15th February 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 09.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 20.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 453.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबंध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (91/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई आर (बी-1)-17]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 453.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 91/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[F. No. L-12025/01/2023- IR(B-1) -17]

SALONI, Dy. Director

ANNEXURE
BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT
SOMA SHEKHAR JENA

HJS (Retd.)
I.D. No. 91 of 2019

BETWEEN

Shri Mithlesh Mishra S/o Raghu Nandan Mishra
Through Shri Avinash Yadav
the General Secretary U.P Gramin Bank Kamgar Union,
Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,
Gramin Bank of Aryavart
Head Office A-2/46, Vijay Khand,
Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 15.02.2019

On 15th February 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 08.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 24.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 454.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (57/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई आर (बी-1)-03]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 454.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 57/2019) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023– IR(B-1) -03]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR**

PRESENT: SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 57 of 2019

BETWEEN

Shri Roshan Lal S/o Ram Chandra

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 30.01.2019

On registration of the case, notices were issued to both the parties on 6th March 2019 for filing of pleadings by the parties. On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 04.01.2021. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 10.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 455.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (87/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई आर (बी-1)-04]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 455.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 87/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023— IR(B-1) -04]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 87 of 2019

BETWEEN

Shri Shyama Prasad S/o Kripa Shankar

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 15.02.2019

On 15th February 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 21.02.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 16.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 456.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (79/2018) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई आर (बी-1)-13]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 456.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 79/2018) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023/-IR(B-1)-13]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 79 of 2018

BETWEEN

Subedar Yadav S/o Lalta Prasad Yadav

Vill Hardasipur, Post- Hatiyar Kala

Varanasi-221101

represented by Chandra Shekhar Srivastava

89/75, Naya Barhana,

Allahabad-211003

AND

1. Branch Manager,
State Bank of India,
Branch- Cholapur (11862)
District- Varanasi-221101
2. Regional Manager,
State Bank of India,
Administrative Office
District- Varanasi-221002

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties on 14th September 2018. In the statement of claim filed by the claimant workman before this Tribunal Claimant has prayed for direction of this Tribunal to the O.P management for reinstating him in the post of business correspondent with payment of backwages on average pay of Rs 33,004 per month from the date of termination that is 28.02.2018 On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority on the date fixed. Later on 21.01.2021 O.P management filed written statement and case was fixed for filing of rejoinder by the claimant workman and for filing of documents.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder and documents by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder and documents; the claimant workman failed to present the case before the Tribunal at different stages of proceeding i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. Termination of a worker on expiry of period of contract is not retrenchment. The provisions of section 25F of the Industrial Disputes Act, 1947 are applicable for only retrenched employees. On 19.01.2023 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 02.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 457.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (47/2019) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई आर (बी-1)-02]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 457.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 47/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023– IR(B-1)-02]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 47 of 2019

BETWEEN

Shri Ram Khiladi S/o Hukum Chandra

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On registration of the case, notices were issued to both the parties on 6th March 2019 for filing of pleadings by the parties. On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 29.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 10.01.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यव्रत के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (56/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई आर (बी-I)-16]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 56/2019) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023—IR(B-1) -16]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR**

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 56 of 2019

BETWEEN

Shri IndraPal S/o Devi Charan

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 21.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 22.02.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (48/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2023-आई आर (बी-I)-18]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.48/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023- IR(B-1) -18]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR**

PRESENT SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 48 of 2019

BETWEEN

Shri Tez Pal S/o Ved Ram

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 05.04.2021. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 16.03.2023

SOMA SHEKHAR JENA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 460.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट प्रबंध तंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (35/2017) को प्रकाशित करती है।

[सं. एल- 37011/06/2017- आई. आर- (बी-11)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/2017) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Kandla Port Trust and their workmen.

[No. L-37011/06/2017– IR(B-11)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, AHMEDABAD

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 21st February, 2023.

Reference: (CGITA) No- 35/2017

The Chairman,
Kandla Port Trust, A.O. Building,
P.O.Box No.50, Gandhidham,
Kutch(Gujarat)-370201

.....First Party

Vs.

The General Secretary,
Transport & Dock Workers Union,

F-03, Adinath Arcade-I, Plot No. 583,
Ward-12-C, Gandhidham,
KUTCH-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel
Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/06/2017-IR(B-II) dated 19.04.2017 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Chairman, Kandla Port Trust, Gandhidham by not granting 3rd financial up-gradation under MACP Scheme to Shri M.L.Bellani, Junior Engineer(Civil), Gr.I is legal and justified? If not, What relief the workman concerned is entitled to?”

1. Today matter is called out Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The Second Party workman's union has filed withdrawal pursis vide Ex.-6 along with union's letter dated 12.11.2022, M-6/1, wherein it is prayed that the SP union does not want to pursue the matter further as the workman has already retired and expired. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party workman's union.
2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 461.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (67/2018) को प्रकाशित करती है।

[सं. एल-37011/06/2018. आई. आर. बी. II]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.67/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Kandla Port Trust and their workmen.

[No. L-37011/06/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD

Present....

Sunil Kumar Singh-I,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 20th February, 2023.

Reference: (CGITA) No- 67/2018

The Chairman,
Kandla Port Trust,
Administrative office Building,
Gandhidham(Kutch)-370201

.....First Party

Vs.

The General Secretary,
Transport & Dock Workers Union,
21, Yogesh Building,
Plot No. 586,
Gnadhidham(Kutch)-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/06/2018-IR(B-II) dated 18/23.07.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the union for alteration in the date of birth of Shri Kishin Ramji, Sweeper to the Deendayal Port Trust (erstwhile KPT) is legal and proper ? And if yes, What relief the concerned workman is entitled to and to what extent?”

1. Today matter is called out. Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The Second Party workman has filed withdrawal pursis vide Ex.-8 along with union's letter dated 12.11.2022 vide M-8/1, wherein it is prayed that the SP/workman (Kishan Ramji) does not want to pursue the matter further. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union/workmen.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (164/2018) को प्रकाशित करती है।

[सं. एल- 37011/08/2018- आई. आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.164/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Deendayal Port Trust and their workmen.

[No. L-37011/08/2018— IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT, AHMEDABAD

Present....Sunil Kumar Singh-I,
Presiding Officer, CGIT cum Labour Court, A
hmedabad,
Dated 20th February, 2023.

Reference: (CGITA) No. 164/2018

The Chairman,
Deendayal Port Trust,
P.O.Box No.50, Gnadhidham
Kutch(Gujarat)-370201

.....First Party

Vs.

The General Secretary,
Transport & Dock Workers Union,
21, Yogesh Building,
Plot No. 586, Gandhidham
Kutch(Gujarat)-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/08/2018-IR(B-II) dated 14.11.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Deendayal Port Trust in recovering exorbitant amount in the form of licence fee @ three times of the market rate i.e. Rs.6325/- per month for unauthorized occupation of port quarter from the pensionary dues of Shri Satu Bachu, RP Worker is legal and proper? And if not, What relief the concerned workman is entitled to and to what extent?”

1. Today matter is called out. Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The Second Party workman has filed withdrawal pursis vide Ex.-8 along with union's letter dated 12.11.2022, M-8/1 wherein it is prayed that the SP union does not want to pursue the matter further as the workman has already retired. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union.
2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 463.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट प्रबंधन के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (166/2018) को प्रकाशित करती है।

[सं. एल- 37011/04/2018-आई आर बी-II]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 463.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.166/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Deendayal Port Trust and their workmen.

[No. L-37011/04/2018—IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT, AHMEDABAD

Present....SUNIL KUMAR SINGH-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 20th February, 2023.

Reference: (CGITA) No- 166/2018

The Chairman,
Deendayal Port Trust,
P.O.Box No.50, Gandhidham,
Kutch(Gujarat)-370201
Vs.

.....First Party

The General Secretary,
Transport & Dock Workers Union,
21, Yogesh Building,
Plot No. 586, Gandhidham,
Kutch(Gujarat)-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/04/2018-IR(B-II) dated 13.11.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the post of junior Engineer of Deendayal Port Trust (erstwhile KPT) Gandhidham comes under the purview of workman under section 2(s) of I.D.Act, 1947? If so, whether the action of management in re-fixation of pay of Shri Mahesh Akhani, JE(C), Gr.I with retrospective effect and thereby reducing the pay of workman is legal and proper? And if not, What relief the concerned workman is entitled to and to what extent?”

1. Today matter is called out. Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The workman's union has filed withdrawal pursis vide Ex.-8 along with union's letter dated 12.11.2022, M-8/1 wherein it is prayed that the SP union does not want to pursue the matter further as the workman Mahesh Akhani is no more part of the union. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 464.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट प्रबंध तंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (172/2018) को प्रकाशित करती है 1

[सं. एल- 37011/12/2018-आई. आर. बी-II)

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.172/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Deendayal Port Trust and their workmen.

[No. L-37011/12/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present...Sunil Kumar Singh-I,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,

Dated 20th February, 2023.

Reference: (CGITA) No- 172/2018

The Chairman,
Deendayal Port Trust,
P.O.Box No.50, Gandhidham,
Kutch(Gujarat)-370201

.....First Party

Vs.

The General Secretary,
Transport & Dock Workers Union,
21, Yogesh Building,
Plot No. 586, Gandhidham,
Kutch(Gujarat)-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/12/2018-IR(B-II) dated 20.11.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Deendayal Port Trust in imposing a penalty upon Shri Chungal Aslam Fakir(Fireman) of withholding of 03 increments with cumulative effect by way of disciplinary enquiry is legal, just and proper? And if not, what relief the concerned is entitled to and to what extent? And what are the directions, if any, necessary in the matter?”

1. Today matter is called out. Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The workman's union has filed withdrawal pursis vide Ex.-8 along with union's letter dated 12.11.2022, M-8/1 wherein it is prayed that the SP union does not want to pursue the matter further as the workman Shri Chungal Aslam Fakir has left the union. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 465.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट प्रबंधतंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (167/2018) को प्रकाशित करती है।

[सं. एल- 37011/02/2018- आई आर बी-II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 167/2018) of the Cent. Govt. Indus. Tribunal-cum-Labour Court

Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Deendayal Port Trust and their workmen.

[No. L-37011/02/2018– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 20th February, 2023.

Reference: (CGITA) No- 167/2018

The Chairman,
Deendayal Port Trust,
P.O.Box No.50, Gandhidham,
Kutch(Gujarat)-370201

.....First Party

Versus

The General Secretary,
Transport & Dock Workers Union,
F-03, Adinath Arcade-01, Plot No. 583,
Ward No. 12-C, Gandhidham,
Kutch(Gujarat)-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/02/2018-IR(B-II) dated 13.11.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand raised by the General Secretary, Transport and Dock Workers Union, Gandhidham over reversion of alleged illegal decision of hiring private ambulances for Port hospital for a perennial and essential service that required day to day emergency services for Port employee and also hiring of manpower for maintenance and operation of private ambulances on contractual basis is legal and justified? If so, What relief the union is entitled to?”

1. Today matter is called out. Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The Second Party workmen's union has filed withdrawal pursis vide Ex.-8 alongwith union's letter dated 12.11.2022, M-8/1 wherein it is prayed that the SP union does not want to pursue the matter further as the cause of action is over. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 466.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट प्रबंध तंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (99/2018) को प्रकाशित करती है ।

[सं. एल- 37011/09/2018- आई. आर. बी-II]]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 466 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 99/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Deendayal Port Trust and their workmen.

[No. L-37011/09/2018—IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, AHMEDABAD

Present....SUNIL KUMAR SINGH-I, PRESIDING OFFICER, CGIT cum Labour Court,

Ahmedabad,

Dated 20th February, 2023.

Reference: (CGITA) No- 99/2018

The Chairman,

Deendayal Port Trust,

P.O.Box No.50, Gandhidham,

Kutch(Gujarat)-370201

.....First Party

Vs

The General Secretary,

Transport & Dock Workers Union,

21, Yogesh Building,

Plot No. 586,

Gnadhidham(Kutch)-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/09/2018-IR(B-II) dated 30.10.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management in revising and implementing the rates of licence fee for port quarters with retrospective effect is legal, proper and justified? If not, What relief the Union/Port employees are entitled to and to what extent?”

1. Today matter is called out. Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The Second Party workmen's union has filed withdrawal pursis vide Ex.-8 along with union's letter dated 12.11.2022, M-8/1 wherein it is prayed that the SP union does not want to pursue the matter further as the purpose is over. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 467.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (165/2018) को प्रकाशित करती है।

[सं. एल- 37011/05/2018- आई. आर. बी-II]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 467.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 165/2018) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Deendayal Port Trust and their workmen.

[No. L-37011/05/2018—IR(B-II)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 20th February, 2023.

Reference: (CGITA) No- 165/2018

The Chairman,
Deendayal Port Trust,
P.O.Box No.50, Gandhidham,
Kutch(Gujarat)-370201

.....First Party

Vs

The General Secretary,
Transport & Dock Workers Union,
21, Yogesh Building,

Plot No. 586,
Gnadhidham(Kutch)-370201

.....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/05/2018-IR(B-II) dated 13.11.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Kandla Port Trust in recovering exorbitant amount in the form of licence fee @ three time of the market rate i.e. Rs.6325/- per month for unauthorized occupation of port quarter from the pensionary dues of Shri Maka Lazar is legal and proper? And if not, What relief the concerned workman is entitled to and to what extent?”

1. Today matter is called out. Shri K. V. Gadhia & Shri M. K. Patel Ld. Advocates are present for the First Party and Shri N. H. Rathod, representing second party, the General Secretary, Transport & Dock Workers Union, Gandhidham. The Second Party workman's union has filed withdrawal pursis vide Ex.-8 along with union's letter dated 12.11.2022, M-8/1 wherein it is prayed that the SP union does not want to pursue the matter further as workman has already retired. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union.
2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 468.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट प्रबंधन के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (74/2017) को प्रकाशित करती है।

[सं. एल- 37011/15/2017- आई. आर. बी-II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.74/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Kandla Port Trust and their workmen.

[No. L-37011/15/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present....
Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,
Ahmedabad,

Dated 18th October, 2022.

Reference: (CGITA) No- 74/2017

1. The Director,
M/s. Ashit Shipping Pvt. Ltd.,
Ashit Building, Plot No.33, Sector-1/A,
Gandhidham, Distt. Kutch,
Kutch(Gujarat)-370201.First Party
V/s
The General Secretary,
Kandla Port Workers Union, A-15,
1st Floor, Near Police Station,
Gandhidham-370201.Second Party

Adv. for the First Party : Shri K. V. Gadhia & Shri M. K. Patel

Adv. for the Second Party : Shri P. S. Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/15/2017-IR(B-II) dated 08.08.2017 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of M/s. Ashit Shipping Pvt. Ltd., Gandhidham operating as stevedoring and clearing agent in the premises of Kandla Port Trust, in terminating the services of 35 workmen without giving notice is legal and justified? If not, what relief the workmen concerned are entitled to ?”

1. Today, the matter was called out. First Party employer represented through Ld. Counsels Shri K. V. Gadhia and Shri M. K. Patel. None responded for Second Party/Workmen. The reference dates back to 08.08.2017. The notice Ex. 2 was served on both the parties by acknowledgement Ex. 3 and 4, wherein the second party was asked to submit the statement of claim on 13.06.2018. Second Party/Union has been afforded 23 opportunities to file its statement of claim, but for no avail. It appears that the workmen / Second Party union is not interested to proceed further in the matter.
2. The reference is accordingly disposed of in absence of statement of claim and evidence, with the observation that termination of services of 35 workmen by First Party employer is legal and justified.
3. Let two copies of the Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 70/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/298/2005-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/298/2005-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 70 OF 2006

PARTIES: Dipak Bouri.

Vs.

Management of B.M.P. Group of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Goswami, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 06.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/298/2005-IR(CM-II)** dated 11.10.2006 has been pleased to refer the following dispute between the employer, that is the Management of B.M.P. Group under Sodepur Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of M/s. ECL in dismissing Shri Dipak Bouri w.e.f. 30.01.2003 from services is legal and justified? If not, to what relief the workman is entitled?”

1. On receiving Order **No. L-22012/298/2005-IR(CM-II)** dated 11.10.2006 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 70 of 2006** was registered on 31.10.2006 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Goswami, learned advocate for the Management of M/s. Eastern Coalfields Limited has filed photocopy of Memorandum of Settlement in Form ‘H’ in respect of the dispute between M/s. Eastern Coalfields Limited and Dipak Bouri. On call none appeared for workman.

3. On 06.02.2023, a copy of Memorandum of Settlement in Form ‘H’ was also filed but the same relates to Sankar Das and not to Dipak Bouri.

4. According to Memorandum of settlement dated 03.03.2016 filed today Dipak Bouri was reinstated as Category-I Mazdoor but was not entitled to any back wages for the period of his idleness. Further period of absence/idleness was to be treated as *dies-non*.

5. On call none appeared for Dipak Bouri. Considering the facts and circumstances and condition of settlement, I find that the referred dispute has been settled in between the parties in terms of condition of settlement dated 03.03.2016. Let an Award be passed in favour of workman treating the Memorandum of Settlement in two (2) pages as part of the Award.

Hence,

ORDERED

that the Industrial Dispute is disposed of in favour of the workman in terms of Memorandum of Settlement dated 03.03.2016 in Form 'H' treating the same as a part of the Award. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 16/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/15/2019-आई. आर (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2019) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023.

[No. L-22012/15/2019 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 16 OF 2019

PARTIES: Arjun Paswan.

Vs.

Management of Dabor Colliery, Salanpur Area of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman : Arjun Paswan.

For the Management : Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 21.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/15/2019-IR(CM-II) dated 05.03.2019 has been pleased to refer the following dispute between the employer, that is the Management of Dabor Colliery under Salanpur Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation to its Dabor Colliery under Salanpur Area in not rectifying the date of birth of Shri Arjun Paswan, U.M. No. 197492 as 01-01-1980 instead of 01.03.1973 is just and legal? If not, to what relief the workman is entitled to?”

1. On receiving Order No. L-22012/15/2019-IR(CM-II) dated 05.03.2019 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 16 of 2019** was registered on 26.03.2019 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal.

2. the Reference case is fixed up today for appearance of the workman, Arjun Paswan and filing written statement by the parties. Mr. P. K. Das, learned advocate for the Management of M/s. Eastern Coalfields Limited is present. Arjun Paswan has appeared before the Tribunal and filed an application stating that he does not want to proceed with the above case any further and he is withdrawing his claim against the opposite party. The petitioner has prayed for disposing the case for non-prosecution. Copy served upon learned advocate of M/s. Eastern Coalfields Limited.

3. The workman submitted that he has been employed as a dependent of his father who died in harness. Mr. P. K. Das, submitted that there was a medical assessment of the age of workman. On his agreeing to the assessed age the workman was granted employment. At this stage the workman does not proceed with this dispute any further.

Under such circumstances the Reference case is dismissed for non-prosecution. Accordingly, a **No Dispute Award** is passed.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 01/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/156/2018-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 471 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2019) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023.

[No. L-22012/156/2018-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 01 OF 2019

PARTIES: Durbasha Ram

Vs.

Management of Bejdih Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: None.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 06.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/156/2018-IR(CM-II) dated 19.12.2018 has been pleased to refer the following dispute between the employer, that is the Management of Bejdih Colliery under Sodepur Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation to its Bejdih Colliery under Sodepur Area in not considering promotion of Sri Durbasha Ram from Welder Cat-V to Welder Cat-VI is just and legal? If not, to what relief the workman is entitled?”

1. On receiving Order No. L-22012/156/2018-IR(CM-II) dated 19.12.2018 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 01 of 2019** was registered on 03.01.2019 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Management appeared before the Tribunal through their authorized representatives but none appeared on behalf of the workman.

2. Mr. P. K. Das, learned Advocate for Management of M/s. Eastern Coalfields Limited is present. Written Statement has been filed on behalf of BMP Group of M/s. Eastern Coalfields Limited on 26.12.2022.

Till date no steps have been taken on behalf of the workman, Durbasha Ram whose grievance is for not being considered for promotion from Welder Category–V to Welder Category–VI.

3. In paragraph - six (6) of the written statement, Management of M/s. Eastern Coalfields Limited has stated that in current manpower budget of 2022-23 there is no vacancy in Category– VI and demand for promotion is totally unjustified.

4. Considering the apathy of workman as well as union representative of Koyala Mazdoor Congress (HMS) who have taken no steps during the last three years, I find and hold that the workman has no dispute to proceed. Accordingly, the Reference case is disposed of in the form of a **No Dispute Award**.

Hence,

ORDERED

that a No Dispute Award be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 112/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/376/2004-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 112/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/376/2004 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 112 OF 2005

PARTIES: Sahadev Bouri

Vs.

Management of Amritnagar Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman : Mr. H. L. Soni, Asst. General Secretary, Koyala Mazdoor Congress.
For the Management : Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.
STATE: West Bengal.
Dated: 20.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/376/2004-IR(CM-II) dated 18.08.2005 has been pleased to refer the following dispute between the employer, that is the Management of Amritnagar Colliery of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Amritnagar Colliery in dismissing Sh. Sahadev Bouri from services w.e.f. 02/11.4.1994 is legal and justified? If not, to what relief the workman is entitled to and from which date?”

1. On receiving Order No. L-22012/376/2004-IR(CM-II) dated 18.08.2005 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 112 of 2005** was registered on 09.09.2005 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.
2. Mr. H. L. Soni, Assistant General Secretary of Koyala Mazdoor Congress had appeared on behalf of Sahadev Bouri, the dismissed workman. The case was fixed up on 13.02.2023 for appearance of the workman and for evidence of Management Witness. Mr. P. K. Das, learned advocate had appeared for the Management of M/s. Eastern Coalfields Limited.
3. Mr. Soni submitted that Sahadev Bouri, the dismissed workman has expired. He made attempts to contact his legal heirs but they did not turn up as such necessary order may be passed.
4. The Industrial Dispute referred for adjudication whether the action of the Management of Amritnagar Colliery in dismissing Shri Sahadev Bouri from services w.e.f. 02/11.4.1994 is legal and justified? If not, to what relief the workman is entitled to and from which date?
5. Since the workman has expired and his legal heirs are not interested with adjudication of this Industrial Dispute, the Reference case is dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 473.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 06/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22013/01/2023-आई. आर (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023.

[No. L-22013/01/2023 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

L. C. APPLICATION NO. 06 OF 2014

PARTIES: Anil Kumar Ghatak.

Vs.

- (i) Agent, Madhabpur Colliery, M/s. ECL,
- (ii) General Manager, Kajora, M/s. ECL.

REPRESENTATIVES:

For the Union/Workmen: None.

For the Management: Mr. P. K. Das, Learned Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

DATED: 06.02.2023.

AWARD

1. Instant application under section 33 C (2) of the Industrial Dispute Act, 1947 was filed by Anil Kumar Ghatak, ex-employee of Madhabpur Colliery under Kajora Area of M/s. Eastern Coalfields Limited, praying for payment of dues in respect of Earned Leave encashment for thirty-six days, CMPF for the same, and interest since 2010 amounting to Rs. 91,600/- (Rupees ninety-one thousand six hundred only).

2. The case was fixed up on 24.01.2023 for hearing of argument. Mr. P. K. Das, learned advocate for the Management of M/s. Eastern Coalfields Limited was present. The workman, Anil Kumar Ghatak was absent and unrepresented. No evidence has been adduced by parties till date. In view of such facts and circumstances, prayer of Anil Kumar Ghatak under section 33 C (2) of the Industrial Disputes Act, 1947 for passing an Award for payment of dues amounting to Rs. 91,600/- (Rupees ninety-one thousand six hundred only) is dismissed.

Hence,

ORDERED

let an Award be passed in view of the above discussion. Copies of the Award in duplicate be sent to the Ministry of Labour, Govt. of India, New Delhi under section 33 C (4) of Industrial Dispute Act, 1947 for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 474.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 15/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/86/2017-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 474.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023.

[No. L-22012/86/2017 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Shri Ananda Kumar Mukherjee,
Presiding Officer
CGIT-cum-LC, Asansol

REFERENCE No. 15 OF 2017

PARTIES : Ms Saraj Mejhain, daughter of Late Ramdas Majhi No. 2
v/s
Management of Kalipahari Group of Mines of M/s. ECL

REPRESENTATIVES :

For the union/Workman: Mr. R. K. Tripathi, General Secretary, Koyala Mazdoor Congress
For the Management of M/s. ECL: Mr. P. K. Das, learned advocate

INDUSTRY: Coal

STATE : WEST BENGAL

Dated : 25.01.2023

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947, the Central Government through Ministry of Labour vide its order No. L- 22012/86/2017-IR(CM-II) dated 09/11/2017 has been pleased to refer the following dispute between the employers, i.e. the Management of M/s. ECL and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management in not providing employment to Ms Saraj Mejhain, daughter of Late Ramdas Majhi No. 2 on her request dated 2.11.2002 is justified? If not what relief the dependent of deceased workman is entitled to?”

1. After receipt of order No. L-22012/86/2017-IR(CM-II) dated 09/11/2017 of the aforesaid Reference framed by Ministry of Labour, Government of India, New Delhi for adjudication, a Reference case No. 15 of 2017 was registered on 21/11/2017. Notices were issued to parties under registered post directing them to appear and file their written statements along with relevant documents and respective list of witnesses they would like to rely upon.

2. The case was fixed up on 18.01.2023 for evidence of the workman witness. Mr. P. K. Das, learned advocate for ECL was not found available on call. Saraj Mejhain D/O Late Ramdas Majhi claiming employment as dependent was also not found present. This is the third consecutive date, the dependent of the workman was found unrepresented since my assuming charge.

3. Reference was made to this Tribunal for adjudicating a dispute “whether the action of the management in not providing employment to Ms Saraj Mejhain, daughter of Late Ramdas Majhi No. 2 on her request dated 2.11.2002 is justified? If not what relief the dependent of deceased workman is entitled to?” The nonchalant conduct of the petitioner gives rise to a presumption that she is not inclined to pursue her claim. She is found absent for

a considerable period without proper representation and steps. Under such circumstances, this reference case is disposed of in the form of No Dispute Award. Inform the Ministry.

Hence,

ORDER

The reference case is accordingly disposed of. A **No Dispute Award** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 475.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजन और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 10/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल-22012/124/2002-आई. आर (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 475.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023.

[No. L-22012/124/2002 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
 Presiding Officer,
 C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 10 OF 2003

PARTIES: Tarkeshwar Tripathi.

Vs.

Management of Chora O.C.P., Kenda Area of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 21.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. **L-22012/124/2002-IR(CM-II)** dated 26.05.2003 has been pleased to refer the following dispute between the employer, that is the Management of Chora O.C.P., Kenda Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the demand of the Koyala Mazdoor Congress from the Management of Eastern Coalfields Limited, Kenda Area for payment of arrears of wages (difference between Rs. 136.12 as entitled and Rs. 126.25 as drawn to Sh. Trakaswar Tripathi, Sr. Mechanic is just and fair? If so, to what relief is the workman entitled? ”

1. On receiving Order No. **L-22012/124/2002-IR(CM-II)** dated 26.05.2003 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 10 of 2003** was registered on 16.06.2003 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The Reference case is fixed up today for filing Death Certificate of Tarkeshwar Tripathi, the workman involved in this Industrial Dispute. Mr. Rakesh Kumar, Union representative for Koyala Mazdoor Congress is present. Mr. P. K. Das, learned advocate for the Management of M/s. Eastern Coalfields Limited has also appeared. This is an old matter pending since the year 2003.

3. The Ministry of Labour and Employment by Order No. **L-22012/124/2002-IR(CM-II)** dated 26.05.2003 has formulated this Reference as to whether the demand of the Koyala Mazdoor Congress from the Management of Eastern Coalfields Limited, Kenda Area for payment of arrears of wages (difference between Rs. 136.12 as entitled and Rs. 126.25 as drawn to Shri Tarkeshwar Tripathi, Sr. Mechanic is just and fair? If so, to what relief is the workman entitled?

4. Written statement was filed on behalf of the Union. However, no written statement has been filed on behalf of the Management of M/s. Eastern Coalfields Limited. During this long pendency no evidence has been adduced by the aggrieved workman. It is gathered from the submission of Mr. Rakesh Kumar that the workman Tarkeshwar Tripathi has expired and his dependent wife is not inclined to proceed with this case. The prayer for payment of difference of wages therefore does not succeed. Accordingly, the Reference case is dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 476.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 08/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/210/2012-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 476.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 07/04/2023.

[No. L-22012/210/2012-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL.**

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 08 OF 2013

PARTIES: Umesh Kumar Yadav and five others.

Vs.

Management of Church Victoria Area of M/s. BCCL.

REPRESENTATIVES:

For the Union/Workman: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.
STATE: West Bengal.
Dated: 14.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/210/2012-IR(CM-II)** dated 18.07.2013 and Corrigendum dated 08.07.2015 has been pleased to refer the following dispute between the employer, that is the Management of Chunch Victoria Area of M/s. Bharat Coking Coal Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management to transfer Shri Umesh Kr. Yadav, Secretary, Colliery Mazdoor Congress (HMS) being a protected workmen as per Industrial Disputes Act and transfer of seriously sick five workmen (copy enclosed) is fair, proper and justified? What relief the Management can provide to Shri Umesh Kr. Yadav and other five sick workmen?”

1. On receiving Order **No. L-22012/210/2012-IR(CM-II)** dated 18.07.2013 followed by Corrigendum dated 08.07.2015 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 08 of 2013** was registered on 05.08.2013 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for appearance of the workmen and for adducing evidence. On repeated calls at 12:30 PM Umesh Kumar Yadav, and five other workmen who raised this Industrial Dispute are found absent. Mr. S. K. Pandey, Union representative is not found available. No step has been taken. Mr. P. K. Das, learned advocate for the Management of M/s. Bharat Coking Coal Limited is not found available.

3. After registration of this Reference case in the year 2013, ten years have passed but the workmen are not found diligent in proceeding with this case. After filing the written statement on 31.10.2016 through Mr. S. K. Pandey, Union representative no effective steps have been taken on behalf of the workmen. Under such circumstances I do not find any reason to proceed further with this case. The Reference case is accordingly disposed of as a No Dispute Award.

Hence,

ORDERED

that a No Dispute Award be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 477.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 24/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/57/2021-आई. आर. (सी.एम-II)]

मणिकंदन एन., उप निदेशक

New Delhi, the 7th April, 2023

S.O. 477.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2021) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/57/2021 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 24 OF 2021

PARTIES: Mukti Ankuria

Vs.

Management of Khas Kajora Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: None.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 06.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/57/2021-IR(CM-II)** dated 01.12.2021 has been pleased to refer the following dispute between the employer, that is the Management of Khas Kajora Colliery, Kajora Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Khas Kajora Colliery, Kajora Area, M/s. E.C.Ltd. in non-reinstatement in service of Mukti Ankuria, Driller is justified or not? If not, what relief the workman is entitled to? ”

1. On receiving Order **No. L-22012/57/2021-IR(CM-II)** dated 01.12.2021 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 24 of 2021** was registered on 01.12.2021 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Management appeared before the Tribunal through their authorized representatives but none appeared on behalf of the workman.

2. Since registration of this case on 01.12.2021, none appeared for the workman Mukti Ankuria. In compliance with order dated 11.10.2022, a second Notice was sent to Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress but no step has been taken.

3. I find that the workman as well as the union representative are not diligent in proceeding with this case after successive notices. Under such circumstances it is presumed that the workman is not inclined to proceed with this case. Accordingly, the Reference case is disposed of in form of **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 478.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (04/2021) प्रकाशित करती है।

[सं. एल- 12025/01/2023- आई आर (बी-1)-11]

सलोनी , उप निदेशक

New Delhi, the 7th April, 2023

S.O. 478.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of Baroda Rajasthan Kshetriya Gramin Bank and their workmen.

[No. L-12025/01/2023-IR(B.I)-11]

SALONI, Dy. Director

अनुबंध

केन्द्रीय सरकार औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, जयपुर

पीठासीन अधिकारी : सुनील कुमार सिंह—I

सी.जी.आई.टी. प्रकरण सं. 04 / 2021

प्रवीण कुमार पुत्र श्री सहीराम, आयु लगभग 25 वर्ष, निवासी ढाढोत कलां, वाया सिंघाना, जिला झुंझुनू (राजस्थान)

.....प्रार्थी / कर्मकार

बनाम

1. बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, द्वारा उसके प्रबंध निदेशक, प्लॉट नं. 2343, द्वितीय तल, आनासागर सर्कुलर रोड, वैशाली नगर, अजमेर।

2. शाखा प्रबंधक, बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, ढाढोत कलां, वाया सिंघाना जिला झुंझुनू (राजस्थान)
.....विपक्षी / अप्रार्थीगण

उपस्थित:—

प्रार्थी की तरफ से : श्री विक्रम सिंह नैन, अधिवक्ता।

अप्रार्थी की तरफ से : श्री उदय शर्मा, अधिवक्ता।

: अधिनियम :

दिनांक : 24.11.2022

1. इस औद्योगिक विवाद के संक्षिप्त तथ्य इस प्रकार हैं कि दिनांक 23.02.2021 को प्रार्थी कर्मकार द्वारा औद्योगिक विवाद अधिनियम 1947 (जिसे आगे अधिनियम से सम्बोधित किया जायेगा) की धारा 2-ए के अन्तर्गत दावा दिनांकित 18.02.2021 का अभिकथन, क्षेत्रीय श्रम आयुक्त केन्द्रीय, जयपुर के प्रमाण पत्र दिनांकित 27.08.2020 सहित इस न्यायाधिकरण के समक्ष न्यायनिर्णयन हेतु प्रस्तुत किया गया।
2. उल्लेखनीय है कि समझौता अधिकारी द्वारा विवाद के निस्तारण के उपरांत प्रार्थी कर्मकार ने अपनी अवैध सेवामुक्ति को चुनौती देते हुये माननीय राजस्थान उच्च न्यायालय, जयपुर पीठ के समक्ष सिविल रिट याचिका सं. 11137/2020 योजित की, जिसे माननीय राजस्थान उच्च न्यायालय द्वारा पारित आदेश दिनांकित 21.10.2020 के अन्तर्गत श्रम न्यायालय से वैकल्पिक उपचार उपलब्ध होने के कारण निरस्त किया गया।
3. प्रार्थी का संक्षिप्त कथन है कि विपक्षी बैंक के शाखा प्रबंधक ने प्रार्थी को चतुर्थ श्रेणी कर्मचारी/ मैसैन्जर के रूप में दिनांक 31.03.2016 को कार्य पर रखा तथा क्षेत्रीय कार्यालय के पत्र दिनांकित 13.01.2016 के अनुसार विपक्षी बैंक शाखा प्रबंधक ने कार्यवाही करते हुए, प्रार्थी को दैनिक वेतन भोगी कर्मचारी के रूप में यह कहकर रखा कि बैंक में चतुर्थ श्रेणी कर्मचारी का पद स्वीकृत नहीं है जो शीघ्र ही स्वीकृत हो जायेगा तब प्रार्थी को स्थाई कर देंगे। प्रारम्भ में प्रार्थी को 2500/- रुपये मासिक वेतन दिया गया जिसमें समय-समय पर वृद्धि करते हुये वर्ष 2020, में 6000/- रुपये मासिक वेतन हुआ। प्रार्थी ने विपक्षीगण से समुचित वेतन देने और स्थाई घोषित करने का निवेदन किया। परन्तु विपक्षी बैंक द्वारा लगातार कम वेतन देकर उसका शोषण किया। तत्पश्चात समझौता अधिकारी के समक्ष कार्यवाही प्रारम्भ की। समझौता अधिकारी द्वारा जारी नोटिस विपक्षी को मिलने पर दिनांक 17.04.2020 को प्रार्थी की सेवायें समाप्त कर दी गई और कार्य पर नहीं लिया। प्रार्थी को माह अप्रैल 2020 के 17 दिन का वेतन भी नहीं दिया। प्रार्थी ने दिनांक 31.03.2016 से निरंतर प्रत्येक कैलेंडर वर्ष में 240 दिवस से अधिक कार्य किया। किंतु विपक्षी ने बिना कोई नोटिस अथवा नोटिस वेतन दिये प्रार्थी को सेवा से पृथक कर दिया। विपक्षीगण ने कोई वरिष्ठता सूची नहीं बनाई और प्रार्थी को सेवा से पृथक करने के बाद अन्य श्रमिकों को नियुक्त किया। विकास शर्मा को अप्रैल, 2020 में शाखा में कार्य पर रखा। इसके बाद नेतराम शर्मा को बैंक द्वारा नियोजित किया गया। इस प्रकार विपक्षीगण ने अधिनियम की धारा 25 (एफ), (एच) व केन्द्रीय नियम 78 के प्रावधानों का उल्लंघन किया। प्रार्थी को सेवा से पृथक किये जाने के कारण उसके समक्ष रोजगार का गंभीर संकट उत्पन्न हो गया है। अतः प्रार्थी की सेवा समाप्ति को अवैध घोषित कर सेवा में निरंतरता तथा विगत वेतन परिलाभों सहित प्रार्थी को सेवा में बहाल किया जावे।
4. विपक्षीगण ने दिनांक 24.08.2021 को वादोत्तर प्रस्तुत करते हुये प्रार्थी कर्मकार के दावे के तथ्यों को अस्वीकार कर कथन किया कि भारतीय रिजर्व बैंक के निर्देशों के अनुसार वर्ष 2014 में विपक्षी बैंक व मैसर्स एफ.आई.ए. टेक्नोलॉजी लि. (जिसे एतस्मिन् पश्चात कंपनी से संबोधित किया जावेगा) के मध्य हुए करार के आधार पर कंपनी के ई-मेल दिनांकित 28.6.2017 के अनुसार प्रार्थी विपक्षी बैंक शाखा में बिजनेस एजेंट के रूप में कम्पनी द्वारा नियुक्त हुआ था। बैंक के परिपत्र दिनांकित 30.9.2016 के अनुसार कार्य प्रारंभ किया तथा बीच-बीच में मध्यावरोधों (requisite interruptions) के साथ दिनांक 30.3.2019 तक शाखा में कार्य किया। विपक्षी का कथन है कि प्रार्थी को बैंक के नियमों के अनुरूप कभी नियुक्त नहीं किया गया। प्रार्थी व विपक्षीगण के बीच स्वामी और सेवक का संबंध नहीं है। प्रार्थी को यदा कदा आवश्यकता होने पर पानी भरने, सफाई करने तथा अन्य विविध कार्यों के लिये लगाया गया और किये गये कार्य का भुगतान कर दिया गया। शाखा प्रबंधक ने आवश्यक कार्य करवाने के लिये प्रार्थी को काम पर रखा था, इससे यह नहीं कहा जा सकता कि विपक्षीगण ने उसे नियुक्त किया हो। विपक्षीगण ने

समझौता अधिकारी का नोटिस प्राप्त होने के उपरांत प्रार्थी की सेवा समाप्त नहीं की, न ही प्रार्थी को स्थाई करने का कोई आश्वासन दिया। विपक्षी द्वारा न तो अधिनियम के किसी प्रावधान का उल्लंघन किया गया, न ही अनुचित श्रमाभ्यास किया गया। प्रार्थी कर्मकार का दावा औद्योगिक विवाद की श्रेणी में नहीं आता है। प्रार्थी विपक्षीगण से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। अतः दावा अस्वीकार किया जावे।

5. प्रार्थी कर्मकार ने स्वयं को विवक्षित रूप से कंपनी का बिजनेस एजेंट होने से इंकार करते हुए अतिरिक्त कथन दिनांकित 08.09.2021 प्रस्तुत कर दावा स्वीकार करने का निवेदन किया।

6. प्रार्थी कर्मकार ने प्रलेखीय साक्ष्य में सूची दिनांकित 23.09.2021 से बैंक शाखा ढाढोत कलां द्वारा क्षेत्रीय प्रबंधक को प्रेषित पत्र दिनांकित 2.04.2016 की छायाप्रति, (प्रदर्श-3), ग्राहक सेवा समिति के सदस्यों की सूची दिनांकित 22.6.2016 (प्रदर्श-3ए) भुगतान विवरण की छायाप्रति प्रदर्श-4/1 व 4/2 प्रस्तुत किये हैं। बैंक द्वारा निर्गत पत्र दिनांकित अपठनीय की छायाप्रति (प्रदर्श-5), कम्पनी द्वारा प्रार्थी कर्मकार के पक्ष में निर्गत नियुक्ति पत्र की छायाप्रति (प्रदर्श-6) तथा प्रार्थना-पत्र दिनांक 19.10.2022 से वेतन-पर्ची दिनांकित 30.3.2020 की छायाप्रति प्रस्तुत की गई है। प्रार्थी कर्मकार प्रवीण कुमार ने मौखिक साक्ष्य में स्वयं को ए.डब्ल्यू-1 साक्षी के रूप में परीक्षित कराया है।

7. विपक्षी बैंक की ओर से सूची दिनांकित 06.10.2021 से वित्त मंत्रालय, नई दिल्ली की अधिसूचना दिनांकित 13.07.2010, भारतीय रिजर्व बैंक के परिपत्र दिनांकित 28.09.2010, 1.07.2015, बडौदा राजस्थान क्षेत्रीय ग्रामीण बैंक द्वारा निर्गत पत्र दिनांक 12.1.2016 व 13.01.2016, विपक्षी बैंक व कम्पनी के मध्य निष्पादित 'बिजनेस कोरेस्पोंडेंस' एग्रीमेंट दिनांकित 9.5.2014, बडौदा राजस्थान क्षेत्रीय ग्रामीण बैंक का परिपत्र दिनांकित 5.2.2018, कम्पनी का पत्र व इन्वॉइस दिनांकित 31.7.2019 क्षेत्रीय श्रम आयुक्त जयपुर द्वारा निर्गत नोटिस दिनांकित 8.6.2020 की छायाप्रति, समझौता अधिकारी के समक्ष प्रार्थी कर्मकार द्वारा प्रस्तुत प्रार्थना-पत्र दिनांकित अपठनीय व विपक्षी बैंक की ओर से प्रस्तुत प्रत्युत्तर दिनांकित 27.8.2020, कंपनी का बैंक का सम्बोधित पत्र दिनांकित 28.6.2017, प्रार्थी कर्मकार के ओडी बैंक खाता में दिनांकित 29.6.2017 से 6.2.2020 के मध्य की अवधि में हुए लेन-देन का विवरण, भुगतान वाउचर्स दि. 31.7.2018, 30.6.2018 क्रमशः प्रदर्श-7 व प्रदर्श-8, बडौदा राजस्थान ग्रामीण क्षेत्रीय ग्रामीण बैंक का पत्र दिनांकित 30.9.2016, कंपनी द्वारा प्रार्थी कर्मकार को 'बिजनेस एजेंट' के रूप में नियुक्त करने की सूचना का प्रेषण-पत्र दिनांकित 28.6.2017, कर्मकार के ओडी खाते को बंद करने की सूचना दिनांकित 26.8.2020, प्रार्थी कर्मकार द्वारा अपने ओ.डी. खाते को बंद कराने हेतु विपक्षी शाखा प्रबंधक को प्रेषित पत्र दिनांकित 6.2.2020 (प्रदर्श-9) व प्रत्युत्तर में भुगतान वाउचर दिनांकित 30.03.2020 की मूल से प्रमाणित छायाप्रति प्रस्तुत किये गये हैं। मौखिक साक्ष्य में श्री पवन कुमार (एम.डब्ल्यू-1) तत्कालीन बैंक शाखा प्रबंधक ढाढोत कलां व श्री संजय कुमार (एम.डब्ल्यू-2) वर्तमान बैंक शाखा प्रबंधक, ढाढोत कलां, को परीक्षित कराया गया है।

8. मैनें पत्रावली का अवलोकन किया तथा उभयपक्ष के विद्वान अधिवक्तागण के तर्कों को विस्तार से सुना।

9. वर्तमान औद्योगिक विवाद के निस्तारण हेतु निम्न विचारणीय प्रश्न निहित है :-

1. क्या उभयपक्ष के मध्य नियोक्ता एवं कर्मकार के संबंध है ?
2. क्या प्रार्थी कर्मकार द्वारा विपक्षी नियोक्ता बैंक के अधीन कथित सेवा समाप्ति की दिनांक 17.04.2020 से पूर्व एक कलेण्डर वर्ष की अवधि में 240 दिन अथवा इससे अधिक कार्य किया है ?

3. क्या विपक्षी नियोक्ता द्वारा प्रार्थी कर्मकार की सेवा समाप्ति के समय उससे कनिष्ठ कर्मिकों को सेवा में रखते हुये प्रार्थी को कोई वरियता नहीं देकर उसे सेवा से पृथक किया गया है?

4. प्रार्थी किस अनुतोष को पाने का अधिकारी है?

10. **विचारणीय प्रश्न संख्या-1 का निस्तारण** :—यह विचारणीय प्रश्न इस प्रकार है कि क्या उभयपक्ष के मध्य नियोक्ता एवं कर्मकार के संबंध है? इस विचारणीय प्रश्न का सिद्धिभार प्रार्थी कर्मकार पर है। कर्मकार द्वारा अपने दावे में स्वयं का दिनांक 31.03.2016 से 17.04.2020 तक विपक्षी नियोक्ता/बैंक में बतौर दैनिक वेतन भोगी कर्मचारी के रूप में कार्यरत रहना कहा गया है। विपक्षी नियोक्ता की ओर से प्रस्तुत वादोत्तर में प्रार्थी द्वारा उसकी बैंक में दैनिक वेतन भोगी कर्मी के रूप में कार्य करना तो स्वीकार किया है, परन्तु विपक्षी बैंक व मै. एफ. आई. ए. टेक्नोलाजी लि. (कम्पनी) के मध्य हुये करार के आधार पर प्रार्थी कर्मकार को उक्त कम्पनी के माध्यम से ही कम्पनी के ई-मेल दिनांक 28.06.2017 के उपरान्त मध्यावरोधों (Requisite interruptions) के साथ दिनांक 30.03.2019 तक कार्य करना स्वीकार किया। विपक्षी बैंक ने प्रार्थी के कार्य प्रारम्भ की निश्चित तिथि भी अंकित नहीं की है।

11. प्रार्थी कर्मकार की ओर से विपक्षी बैंक द्वारा उसे अप्रैल 2016 से मार्च 2019 तक किया गया भुगतान विवरण (प्रदर्श-4/1 व 4/2) से सम्बन्धित तालिका प्रस्तुत की गई है जिसमें माह अप्रैल 2016 से जनवरी 2018 तक अंकन 150/- प्रति कार्यदिवस व माह अप्रैल 2018 से मार्च 2019 तक अंकन 200/- प्रति कार्यदिवस की दर से शाखा की सफाई कार्य के भुगतान का उल्लेख है। विपक्षी नियोक्ता बैंक के साक्षी तथा बैंक शाखा के तत्कालीन शाखा प्रबंधक श्री पवन कुमार (एम.डब्ल्यू-1) ने अपनी प्रति परीक्षा में यह स्वीकार किया है कि उक्त तालिका के अंतिम कालम में उनके हस्ताक्षर अंकित हैं। तालिका के कालम सं. 3 में अंकित प्रार्थी कर्मकार प्रवीण कुमार के अंकित हस्ताक्षर के संबंध में यह कहा है कि यदि इस कालम में प्रार्थी कर्मकार के हस्ताक्षर करवाये हों तो वह नहीं कह सकते। इस प्रकार तालिका प्रदर्श-4/1 व 4/2 के अंतिम कालम में उक्त विपक्षी साक्षी/शाखा प्रबंधक के स्वीकृत हस्ताक्षर व कालम सं. 3 में अंकित प्रार्थी कर्मकार प्रवीण कुमार के दर्शित हस्ताक्षर से स्पष्ट है कि उक्त अवधि में प्रार्थी कर्मकार को बैंक द्वारा बैंक शाखा की साफ सफाई/रख रखाव हेतु प्रत्येक कार्य दिवस के समक्ष अंकित वेतन दर से भुगतान, माह के अंत में संचयी रूप से किया गया।

12. विपक्षी साक्षी तथा वर्तमान बैंक शाखा प्रबंधक श्री संजय कुमार (एम.डब्ल्यू-1) ने अपनी प्रति परीक्षा में यह स्वीकारोक्ति की है कि प्रार्थी से बैंक के बिजली, पानी के बिल जमा कराना तथा डाक ले जाने का कार्य करवाते थे, यद्यपि इस साक्षी ने दावे में अंकित दिनांक 31.03.2016 से 17.04.2020 तक लगातार प्रार्थी कर्मकार का बैंक में कार्यरत रहने से इन्कार कर दिया है। प्रार्थी कर्मकार की ओर से भीलवाडा दुग्ध उत्पादक सहकारी समिति लि. बनाम विनोद कुमार शर्मा व अन्य 2011 (2) W.L.C. (S.C.) सिविल 590 उद्धरित की है, जिसमें माननीय उच्चतम न्यायालय द्वारा औद्योगिक विवाद अधिनियम की धारा 2 (1) (द) के संदर्भ में यह कहा गया है कि नियोजक का यह कथन कि कर्मकार ठेकेदार द्वारा नियोजित था, कपट पूर्ण है। मा. उच्चतम न्यायालय द्वारा ऐसे कर्मकार को भी नियोजक का कर्मकार माना।

13. विपक्षी द्वारा प्रस्तुत वाउचर दिनांक 31.07.2018 अंकन 5500 (प्रदर्श-7) व वाउचर दिनांक 30.06.2018 अंकन (प्रदर्श-8) की वास्तविकता विपक्षी साक्षी श्री पवन कुमार (एम.डब्ल्यू-1) ने वाउचर्स पर अंकित अपने हस्ताक्षरों की पुष्टि करते हुये स्वीकार की है। वाउचर्स की पुस्त पर अंकित प्राप्ति की छायाप्रति पर प्रार्थी कर्मकार प्रवीण कुमार के भुगतान प्राप्ति के हस्ताक्षर भी अंकित हैं, जिनका विपक्षी द्वारा कोई खण्डन नहीं किया है। अतः यह स्पष्ट हो जाता है कि शाखा प्रबंधक द्वारा प्रार्थी कर्मकार को समय-समय पर कथित साफ-सफाई के कार्य की एवज में उसे भुगतान किया जाता था। कर्मकार की बैंक द्वारा सीधे नियुक्ति का कोई लिखित साक्ष्य उपलब्ध नहीं कराया गया है। कर्मकार प्रवीण कुमार (एम. डब्ल्यू-1) ने अपनी प्रति परीक्षा में यह कहा है कि

उसने बैंक द्वारा उसे कोई नियुक्ति पत्र ना देने की कोई शिकायत नहीं की थी, परन्तु यह स्पष्ट प्रमाणित है कि शाखा प्रबंधक द्वारा प्रार्थी कर्मकार को उसके सफाई कार्य के लिये भुगतान किया गया। कम्पनी द्वारा प्रार्थी कर्मकार को नियुक्त किये जाने का प्रमाण पत्र प्रदर्श-6 स्वयं प्रार्थी कर्मकार द्वारा उपलब्ध कराया है, परन्तु यह दिनांक 01.01.2021 से 31.12.2023 की अवधि का है। इस प्रमाण पत्र के आधार पर भी प्रार्थी कर्मकार की सेवा मुक्ति की दिनांक 17.04.2020 के परिपेक्ष्य में दिनांक 17.04.2020 से पूर्व प्रार्थी कर्मकार का विपक्षी बैंक में दैनिक वेतन भोगी कर्मचारी के रूप में भुगतान तालिका प्रदर्श 4/1 व 4/2 के अनुसार अप्रैल 2016 से मार्च, 2019 तक ही माह फरवरी, 2018 व मार्च, 2018 की दो माह की अवधि को छोड़कर कार्यरत होना प्रमाणित है। अतः यह विचारणीय प्रश्न तदनुसार आंशिक रूप से प्रार्थी के पक्ष में इस सीमा तक निर्णित किया जाता है कि उभयपक्ष के मध्य नियोक्ता एवं कर्मकार से सम्बन्ध रहे हैं।

14. विचारणीय प्रश्न संख्या- 2 का निस्तारण:-यह विचारणीय प्रश्न इस प्रकार है कि क्या प्रार्थी कर्मकार द्वारा विपक्षी नियोक्ता बैंक के अधीन कथित सेवा समाप्ति की दिनांक 17.04.2020 से पूर्व एक कलेण्डर वर्ष की अवधि में 240 दिन अथवा इससे अधिक कार्य किया है ?

15. इस विचारणीय प्रश्न का सिद्धिभार प्रार्थी कर्मकार पर है। प्रार्थी कर्मकार की ओर से यह तर्क प्रस्तुत किया गया है कि विपक्षी ने प्रार्थी की सेवा समाप्ति की दिनांक 17.04.2020 से पूर्व कलेण्डर वर्ष में उसने 240 दिन की निरन्तर सेवा की है। अतः उसे ओद्योगिक विवाद अधिनियम की धारा 25 एफ व 25 जी का लाभ दिये वगैर प्राकृतिक न्याय के सिद्धांतों का उल्लंघन कर सेवा से मुक्त किया गया है। अपने तर्कों के समर्थन में माननीय उच्चतम न्यायालय द्वारा मनीष गुप्ता व एक अन्य बनाम अध्यक्ष जनभागीदारी समिति व अन्य, सिविल अपील सं. 3084- 3088/2022 में पारित निर्णय दिनांकित 21.04.2022 की छायाप्रति प्रस्तुत की है। इस मामले के तथ्य कालेज के अस्थाई अध्यापक/व्याख्याता की नियुक्ति से संबंधित है, जिन्हें कालेज की समिति द्वारा निर्धारित मानदेय के आधार पर नियुक्त किया गया था। माननीय उच्चतम न्यायालय द्वारा नियमित नियुक्ति तक ही ऐसे अस्थाई अध्यापकों की सेवा के जारी रखने का संरक्षण दिया गया था। उपर्युक्त मामला ओद्योगिक विवाद से संबंधित होना दर्शित नहीं है। अतः प्रार्थी को कोई लाभ नहीं मिलता बल्कि स्थापित सिद्धान्त का अनुस्मारक है कि एक दैनिक वेतन भोगी कर्मचारी को नियमित पद के समक्ष नियुक्त नहीं किया जा सकता है, जैसा कि इंडियन ड्रग्स एवं फार्मास्यूटिकल्स लि. बनाम कर्मकार इंडिया ड्रग्स एवं फार्मास्यूटिकल्स लि. मनु/एस.सी./4993/2006 में मा. उच्चतम न्यायालय द्वारा अवधारित किया है कि एक दैनिक वेतन भागी कर्मचारी नियमतीकरण (Regularization) का अधिकार नहीं रखता है।

16. प्रार्थी कर्मकार की ओर से गुजरात राज्य बनाम अशोक भाई काना भाई परमार एवं अन्य AIR Online 2022 गुजरात 1475 उद्धरित की गई है, जिसके तथ्यों के अनुसार कर्मकार द्वारा सुसंगत वर्ष में 240 दिन पूर्ण कर लिये थे, ऐसी अवस्था में उसे एक माह के नोटिस व क्षतिपूर्ति न दिये जाने के कारण मा. न्यायालय द्वारा धारा 25 एफ 25 जी व 25 एच का उल्लंघन माना गया है। प्रार्थी कर्मकार की ओर से राम मनोहर लोहिया जाइन्ट हास्पिटल एवं अन्य बनाम मुन्ना प्रसाद सैनी एवं एक अन्य AIR Online 2021 SC 739 उद्धरित की गई है। इस मामले के तथ्यों के अनुसार भी कर्मकार द्वारा सुसंगत वर्ष में 240 दिन से अधिक अवधि में कार्य किया था, अतः उसकी सेवा समाप्ति के आदेश को धारा 25 एफ का उल्लंघन माना गया।

17. उपरोक्त उद्धरित नजीरों के आलोक में वर्तमान मामले में प्रार्थी कर्मकार द्वारा उपलब्ध करायी गई भुगतान तालिका प्रदर्श-4/1 व 4/2 के अनुसार फरवरी/मार्च 2018 को छोड़कर उसका विपक्षी बैंक में अप्रैल 2016 से मार्च 2019 तक दैनिक वेतन भोगी कर्मचारी के रूप में कार्य होना दर्शित है। उपरोक्त अवधि 31.7.18 व 30.6.18 के दो भुगतान वाउचर्स क्रमशः प्रदर्श-7 व 8 भी उपलब्ध हैं, परन्तु अप्रैल 2020 एवं प्रार्थी की सेवा समाप्ति की कथित दिनांक 17.04.2020 से पूर्व एक वर्ष की निरन्तर सेवा के संबंध में कुल 240 दिन की अवधि में उसके द्वारा विपक्षी बैंक में कार्यरत रहने का कोई साक्ष्य उपलब्ध नहीं कराया गया है। विपक्षी ने वादोत्तर में दिनांक

28.06.2017 से 30.03.2019 तक कम्पनी के माध्यम से प्रार्थी का बैंक में दैनिक वेतन भोगी के रूप में कार्यरत रहना तो स्वीकार किया है, परन्तु मध्यारोधी (Requisite interruptions) के साथ प्रार्थी कर्मकार ने दिनांक 19.10.2022 को उभयपक्ष की बहस के दौरान ही एक प्रार्थना पत्र के साथ बड़ोदा राज. क्षेत्रीय ग्रामीण बैंक का एक वाउचर सं. 47670054301001 दिनांकित 30.03.2020 अंकन 600/प्रस्तुत किया। इस वाउचर के बाँयी ओर दक्षिण से उत्तर की ओर प्रार्थी प्रवीण कुमार के हस्ताक्षर अंकित हैं। विपक्षी बैंक ने उक्त वाउचर के खंडन में बैंक के ईमेल को संलग्न करते हुये उपर्युक्त क्रमांक व दिनांक का वाउचर, बैंक के मूल वाउचर से प्रबंधक से सत्यापित करके दिनांक 22.11.2022 को प्रस्तुत प्रार्थना पत्र के साथ प्रस्तुत किया गया है, जिस पर शाखा प्रबंधक के हस्ताक्षर अंकित हैं तथा इस पर "daily wage & Area main." अंकित है, जबकि प्रार्थी कर्मकार द्वारा प्रस्तुत वाउचर पर "to Daily wage earner" अंकित है। विपक्षी बैंक के क्षेत्रीय कार्यालय के पत्रांक दिनांक 05.08.2008 में यह उल्लेख है कि बैंक शाखाओं की साफ सफाई/रख-रखाव, पानी आदि की व्यवस्था हेतु व्यय का पुर्नभरण शाखा प्रबंधक द्वारा ही किया जावेगा, किसी भी शाखा द्वारा सीधे भुगतान किसी अन्य व्यक्ति को नहीं किया जावेगा, विपक्षी बैंक के अधिवक्ता द्वारा भी इस बिन्दु पर अधिक बल देकर कहा है कि प्रार्थी कर्मकार ने उक्त वाउचर की कूटरचना की है। उल्लेखनीय है कि स्वीकृत रूप से प्रार्थी कर्मकार द्वारा इस कार्यवाही के किसी भी स्तर पर विपक्षी बैंक से सेवा समाप्ति दिनांक 17.04.2020 से एक वर्ष पूर्व का ऐसा कोई भी प्रपत्र तलब करने हेतु प्रार्थना पत्र प्रस्तुत नहीं किया गया, जिससे यह प्रमाणित होता हो कि कर्मकार द्वारा अपनी सेवा मुक्ति की एक वर्ष पूर्व की निरन्तर सेवा अर्थात् 240 दिन कार्य किया हो, बल्कि न्यायाधिकरण के समक्ष उचित माध्यम का चुनाव न करके उपरोक्त कूट रचित भुगतान वाउचर प्रस्तुत कर न्यायाधिकरण को भी भ्रमित करने का प्रयास किया गया है। इस प्रकार प्रार्थी कर्मकार द्वारा उद्धरित उपरोक्त नजीरों के तथ्य वर्तमान औद्योगिक विवाद के तथ्यों से भिन्न होने के कारण वर्तमान मामले में लागू नहीं होते हैं। प्रार्थी कर्मकार द्वारा विपक्षी बैंक के अधीन दिनांक 17.04.2020 को कथित सेवा समाप्ति के पूर्व एक कैलेंडर वर्ष की अवधि में उसके द्वारा 240 दिन की सेवा किया जाना प्रमाणित नहीं है। यह विचारणीय प्रश्न तदनुसार प्रार्थी कर्मकार के विरुद्ध निर्णीत किया जाता है।

18. विचारणीय संख्या— 3 का निस्तारण :— यह विचारणीय प्रश्न इस प्रकार है कि क्या विपक्षी नियोक्ता द्वारा प्रार्थी कर्मकार की सेवा समाप्ति के समय उससे कनिष्ठ कार्मिकों को सेवा में रखते हुए प्रार्थी को कोई वरीयता नहीं देकर उसे सेवा से पृथक किया गया है ?

19. इस विचारणीय प्रश्न को सिद्ध करने का भार प्रार्थी कर्मकार है। प्रार्थी कर्मकार ने अपने दावे के अनुरूप अपने मुख्य परीक्षण में प्रस्तुत शपथ पत्र में यह उल्लेख किया है कि उसे कार्य से पृथक करने के बाद विकास शर्मा नामक व्यक्ति को कार्य पर रखा गया। उसके काम छोड़कर चले जाने के बाद नरोत्तम लाल (दावे के अनुसार नेतराम शर्मा) को नियुक्त कर लिया गया है, परन्तु यह स्पष्ट नहीं किया गया है कि उपरोक्त व्यक्ति को नियमित रखा गया है अथवा "दैनिक वेतन भोगी" के रूप में रखा गया है। विपक्षी बैंक के साक्षी श्री संजय कुमार (MW-2) ने अपनी प्रति परीक्षा में यद्यपि यह कहा है कि नरोत्तम नाम का व्यक्ति दिसम्बर 2021 से काम कर रहा है। परन्तु विपक्षी साक्षी के इस कथन से भी यह निष्कर्ष नहीं निकाला जा सकता कि नरोत्तम नामक व्यक्ति दैनिक वेतन भोगी कर्मी है अथवा नियमित कार्मिक है? प्रार्थी कर्मकार ने ना तो उपरोक्त दोनों व्यक्तियों के नियुक्ति पत्रों का ही प्रस्तुत करने का कोई सार्थक प्रयास ही किया गया है और ना ही इस तथ्य की पुष्टि हेतु अन्य कोई साक्ष्य ही प्रस्तुत की गई है। माननीय राजस्थान उच्च न्यायालय ने रामगोपाल सैनी बनाम द जज लेबर कोर्ट नं. 2 जयपुर एवं अन्य, 2001 LLR 747 (राज.) में अधिनियम की धारा 25 एफ व 25 जी की व्याख्या करते हुये यह अवधारित किया है कि याची कर्मकार के 240 दिन पूर्ण न होने के कारण अधिनियम की धारा 25 एफ का अनुपालन आवश्यक नहीं रह जाता है। कर्मकार को यह सिद्ध करना आवश्यक है कि विपक्षी नियोजकगण ने धारा 25 एच एवं धारा 25 जी का उल्लंघन किया हो, मात्र कनिष्ठ व्यक्तियों के नाम का उल्लेख कर देने से उद्देश्य की प्राप्ति नहीं हो सकती। यह तथ्य प्रलेखीय

साक्ष्य से प्रमाणित होना आवश्यक है। उपर्युक्त विधिक सिद्धांत के आलोक में प्रार्थी कथित दोनों व्यक्तियों की नियुक्ति एवं प्रकृति को प्रमाणित करने में विफल रहा है। अतः विपक्षीगण के विरुद्ध धारा 25 एच एवं धारा 25 जी का उल्लंघन किया जाना प्रमाणित नहीं है। यह विचारणीय प्रश्न भी प्रार्थी कर्मकार के विरुद्ध निर्णीत किया जाता है।

20. **विचारणीय प्रश्न संख्या— 4 का निस्तारण** :— यह विचारणीय प्रश्न अनुतोष से सम्बन्धित है। विचारणीय प्रश्न संख्या 1 के निष्कर्ष के अनुसार यद्यपि उभयपक्ष के मध्य नियोक्ता एवं कर्मकार के संबंध प्रमाणित है, परन्तु विचारणीय प्रश्न संख्या—2 के निष्कर्ष के अनुसार प्रार्थी कर्मकार विपक्षी नियोजकगण के अधीन अपनी कथित सेवा समाप्ति की दिनांक 17.04.2020 से पूर्व एक कलेण्डर वर्ष की निरन्तर सेवा अर्थात् 240 दिन की सेवा प्रमाणित नहीं कर सका है। प्रार्थी यह भी प्रमाणित नहीं कर सका है कि उसकी सेवा समाप्ति के उपरांत विपक्षीगण ने प्रार्थी को वरीयता न देकर उससे कनिष्ठतर व्यक्तियों को नियुक्ति दी हो अथवा सेवा में बनाये रखा हो। तदनुसार प्रार्थी कर्मकार कोई अनुतोष पाने का अधिकारी नहीं है। यह विचारणीय प्रश्न तदनुसार, प्रार्थी के विरुद्ध निर्णीत किया जाता है। प्रार्थी कर्मकार कोई अनुतोष पाने का अधिकारी नहीं है।

21. प्रार्थी कर्मकार द्वारा प्रस्तुत इस औद्योगिक विवाद का दावा निरस्त किया जाकर तदनुसार न्याय निर्णयन किया जाता है।

22. इस अधिनिर्णय की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

सुनील कुमार सिंह—I, प्रभारी पीठासीन अधिकारी

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 479.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ोदा राजस्थान क्षेत्रीय ग्रामीण बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (3/2021) प्रकाशित करती है।

[सं. एल- 12025/01/2023- आई आर (बी-I)-12]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 479.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 3/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of Baroda Rajasthan Kshtriya Gramin Bank and their workmen.

[No. L-12025/01/2023- IR(B-I)-12]

SALONI, Dy. Director

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 3/2021

सुभाष बलाई पुत्र श्री देबुराम बलाई, निवासी ग्राम काछवा, तहसील लक्ष्मणगढ़, जिला सीकर (राजस्थान)प्रार्थी

बनाम

1. बडौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, द्वारा उसके प्रबंध निदेशक, प्लॉट नं. 2343, द्वितीय तल, आनासागर सर्कुलर रोड, वैशाली नगर, अजमेर।
2. शाखा प्रबंधक, बडौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, काछवा, तहसील लक्ष्मणगढ़, जिला सीकर (राजस्थान)।

.....अप्रार्थीगण/विपक्षी

उपस्थित:—

प्रार्थी की तरफ से : श्री विक्रम सिंह नैन, अधिवक्ता।

अप्रार्थी की तरफ से : श्री उदय शर्मा, अधिवक्ता।

: अधिनिर्णय :

दिनांक : 30.08.2022

1. इस विवाद के संक्षिप्त तथ्य इस प्रकार हैं:—दिनांक 18.02.2021 को प्रार्थी द्वारा औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जाएगा) की धारा 2—ए के प्रावधानों के अन्तर्गत दावे का अभिकथन क्षेत्रीय श्रम आयुक्त केन्द्रीय, जयपुर के प्रमाण पत्र सहित इस अधिकरण के समक्ष न्यायनिर्णयन हेतु प्रस्तुत किया गया। प्रार्थी का कथन है कि विपक्षी बैंक के शाखा प्रबंधक ने प्रार्थी को चतुर्थ श्रेणी कर्मचारी/ मैसैन्जर/सहायक कार्मिक के रूप में दिनांक 20.10.2011 को कार्य पर रखा। नियुक्ति की पुष्टि क्षेत्रीय कार्यालय द्वारा की गई। प्रार्थी को दैनिक वेतन भोगी कर्मचारी के रूप में यह कहकर रखा गया कि बैंक में चतुर्थ श्रेणी कर्मचारी का पद स्वीकृत नहीं है जो शीघ्र ही स्वीकृत हो जायेगा तब प्रार्थी को स्थाई कर देंगे। प्रारम्भ में प्रार्थी को 1100/— रुपये मासिक वेतन दिया गया जिसमें समय-समय पर वृद्धि करते हुये वर्ष 2020, में 6000/— रुपये मासिक वेतन हुआ। प्रार्थी ने विपक्षीगण से समुचित वेतन देने और स्थाई घोषित करने का निवेदन किया और समझौता अधिकारी के समक्ष कार्यवाही प्रारम्भ की। समझौता अधिकारी द्वारा जारी नोटिस विपक्षी को मिलने पर दिनांक 03.05.2020 को प्रार्थी की सेवायें समाप्त कर दी गई और कार्य पर नहीं लिया। प्रार्थी को अप्रैल व मई माह का वेतन भी नहीं दिया। प्रार्थी ने 20.10.2011 से निरंतर प्रत्येक कलेण्डर वर्ष में 240 दिवस से अधिक कार्य किया। किंतु विपक्षी ने बिना कोई नोटिस अथवा नोटिस वेतन दिये प्रार्थी को सेवा से पृथक कर दिया। विपक्षीगण ने कोई वरिष्ठता सूची नहीं बनाई और प्रार्थी को सेवापृथक करने के बाद अन्य श्रमिकों को नियुक्त किया। बटोठ शाखा में कार्मिक द्वारिका प्रसाद सैन को काछवा ब्रांच में भेजा तथा बटोठ में उनके पुत्र को अस्थाई सहायक के रूप में रखा गया। इस प्रकार विपक्षीगण ने अधिनियम की धारा 25 (एफ), (जी) व (एच) के प्रावधानों का उल्लंघन किया। प्रार्थी सेवा पृथक किये जाने के बाद से आज तक वेरोजगार है। अतः प्रार्थी की सेवा समाप्ति को अवैध घोषित कर सेवा में निरंतरता तथा विगत वेतन परिलाभों सहित प्रार्थी को सेवा में बहाल किया जावे।
2. विपक्षीगण ने 24.08.2021 को वादोत्तर प्रस्तुत करते हुये दावे के तथ्यों को अस्वीकार किया। उनका कथन है कि प्रार्थी को बैंक के नियमों के अनुरूप कभी नियुक्त नहीं किया गया। प्रार्थी व विपक्षीगण के बीच स्वामी और सेवक का संबंध नहीं है। प्रार्थी को यदा कदा आवश्यकता होने पर पानी भरने, सफाई करने तथा अन्य विविध कार्यों के लिये लगाया गया और किये गये कार्य का भुगतान कर दिया गया। विपक्षी बैंक के भर्ती एवं नियुक्ति संबंधी विहित प्रक्रिया और नियम हैं। शाखा प्रबंधक ने आवश्यक कार्य करवाने के लिये प्रार्थी को काम पर रखा था इससे यह नहीं कहा जा सकता कि विपक्षीगण ने उसे नियुक्त किया हो। विपक्षीगण ने समझौता अधिकारी का नोटिस प्राप्त होने के उपरांत प्रार्थी की सेवा समाप्त नहीं की, न ही प्रार्थी को स्थाई करने का कोई आश्वासन दिया। विपक्षी द्वारा न तो अधिनियम के किसी प्रावधान का उल्लंघन किया गया, न ही अनुचित श्रमाभ्यास किया गया। प्रार्थी विपक्षीगण से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। अतः दावा अस्वीकार किया जावे।
3. प्रार्थी ने 08.09.2021 को अतिरिक्त कथन प्रस्तुत कर उसे अभिलेख पर लेने का निवेदन करते हुये दावा स्वीकार करने का निवेदन किया।
4. प्रार्थी ने अपने साक्ष्य में सुभाष बलाई (स्वयं प्रार्थी) को परीक्षित किया तथा प्रलेखीय साक्ष्य के रूप में प्रदर्श-1 से 10 तक प्रलेखों को प्रदर्शित किया।

5. विपक्षीगण की ओर से उनके साक्ष्य में मुकेश कुमार जैन, शाखा प्रबंधक को परीक्षित किया ओर कोई प्रलेख प्रदर्शित नहीं करवाया।
2. दिनांक 26.07.2022 एवं 02.08.2022 को मैंने उभयपक्ष के तर्क सुनें तथा साक्ष्य का परिशीलन किया।
3. प्रार्थी पक्ष का यह तर्क है कि प्रार्थी को यद्यपि विपक्षीगण द्वारा नियमित नियुक्ति नहीं दी गई लेकिन दैनिक वेतन भोगी अंशकालीन कर्मचारी के रूप में उससे सफाई कार्य, पानी भरवाना एवं अन्य विविध कार्य करवाये गये। इसलिए प्रार्थी और विपक्षीगण के मध्य नियोक्ता एवं कर्मकार का संबंध विधिवत स्थापित हो गया। प्रार्थी को कोई नियुक्ति पत्र नहीं दिया गया। किंतु प्रार्थी की नियुक्ति की अनुमति प्रधान कार्यालय से प्राप्त करने हेतु पत्र लिखा गया। विपक्षीगण ने 20.10.2011 से प्रार्थी को काम पर रखे जाने का वादोत्तर में खण्डन नहीं किया। समझौता अधिकारी के समक्ष प्रस्तुत किये गये जबाब में भी विपक्षीगण ने प्रार्थी को दैनिक वेतन भोगी श्रमिक के रूप में रखना स्वीकार किया। प्रदर्श-7 वाउचर्स के माध्यम से प्रार्थी को मासिक वेतन भुगतान किया गया। यह दायित्व विपक्षीगण का है कि इन वाउचर्स के माध्यम से शाखा प्रबंधक ने जिस राशि का भुगतान विभिन्न कार्यों हेतु किया उसका अभिलेख/हिसाब साक्ष्य में प्रस्तुत करें। चूंकि विपक्षीगण ने ऐसा कोई अभिलेख स्वेच्छया प्रस्तुत नहीं किया है, इसलिए विपक्षीगण के विरुद्ध प्रतिकूल उपधारण किया जाना आवश्यक है। प्रार्थी का 9 वर्ष की अवधि में प्रत्येक वर्ष 240 दिन से अधिक कार्य करना प्रमाणित माना जाना चाहिये। विपक्षी के साक्षी ने द्वारिका प्रसाद सैन का काछवा ब्रांच में कार्य करना स्वीकार किया है और शेष तथ्यों के लिए जान बूझ कर अनभिज्ञता व्यक्त की है। इसलिए प्रार्थी के कथन को स्वीकार करते हुये दावे का अभिकथन स्वीकार किया जावे। उन्होंने अपने दावे के समर्थन में निम्नांकित न्यायायिक दृष्टांत प्रस्तुत किये:-

 1. 2005 (3) WLC (राज.) 430 मेनेजर मै. मित्तल स्टील मेन्यु. कम्पनी बनाम चौथाराम व अन्य।
 2. 2011 (2)WLC (सुप्रीम कोर्ट) (सिविल) 590 भीलवाड़ा दुग्ध उत्पादक सहकारी संघ लि. बनाम विनोद कुमार शर्मा (मृतक) द्वारा विधिक प्रतिनिधिगण।
 3. (2011) 6 SCC 584 देवेन्दर सिंह बनाम म्यूनिसीपल काउंसिल, सानौर।
 4. 2021 LAB I/C सुप्रीम कोर्ट 3926 राम मनोहर लोहिया जोईन्ट हॉस्पिटल बनाम मुन्ना प्रसाद सैनी।
 5. सिविल अपील सं. 3084— 3088/2022 (सुप्रीम कोर्ट) मनीष गुप्ता व अन्य बनाम प्रेसीडेंट जनभागीदारी समिति व अन्य।

8. अभिभाषक विपक्षीगण ने अपने तर्कों में प्रार्थी की चतुर्थ श्रेणी कर्मचारी/मैसैन्जर/सहायक कार्मिक के रूप में नियुक्ति किये जाने का खण्डन करते हुये यह कहा है कि प्रार्थी न तो कार्मिक है, ना ही विपक्षीगण से उसका नियोक्ता का संबंध है। प्रदर्श-7, वाउचर्स विपक्षी के शाखा प्रबंधक को विविध कार्यों के लिए किये गये भुगतान के पुर्नभरण से सम्बंधित है। इन वाउचर्स पर प्रार्थी के कोई हस्ताक्षर नहीं है इसलिए ये नहीं कहा जा सकता कि इन वाउचर्स के माध्यम से प्रार्थी को वेतन भुगतान किया गया हो। प्रार्थी ने विपक्षी से ऐसे कोई प्रलेख प्रस्तुत करवाने का प्रयास नहीं किया जिसके आधार पर प्रार्थी का एक कलेण्डर वर्ष में 240 दिन से अधिक कार्य करने का तथ्य प्रमाणित हो सके। इस तथ्य को प्रमाणित करने का सिद्धीभार प्रार्थी पर ही है, जो उसने उन्मोचित नहीं किया। इसलिए विपक्षीगण के विरुद्ध प्रतिकूल उपधारण करने का कोई विधिक आधार नहीं है। प्रार्थी ने अपने साक्ष्य से यह भी प्रमाणित नहीं किया है कि उससे कनिष्ठतर किन व्यक्तियों को विपक्षी ने नियोजित किया। इसलिए प्रार्थी को अधिनियम की धारा 25 (एफ) (जी) व (एच) के प्रावधानों का संरक्षण किसी प्रकार उपलब्ध नहीं है। अतः वाद निरस्त किया जावे।
9. उन्होंने अपने तर्क के समर्थन में निम्नांकित न्यायायिक दृष्टांत प्रस्तुत किये:-

 1. AIR 2002 सुप्रीम कोर्ट 1147 रेंज फोरेस्ट ऑफीसर व अन्य बनाम एस. टी. हादीमनी।
 2. 2015 (144) FLR 452 (इलाहाबाद) यू.पी.पी.सी.एल. लखनऊ बनाम पी.ओ., लेबर कोर्ट, कानपुर।
 3. 2000 1.1.1.1 1187 यूकों बैंक बनाम पीठासीन अधिकारी व अन्य।
 4. (2007) 1 SCC 408 इण्डियन ड्रग्स एन्ड फार्मा. लि. बनाम वर्कमैन इण्डियन ड्रग्स एन्ड फार्मा. लि.।

5. (2007) 1 SCC 533 गंगाधर पिल्लई बनाम सिमेंस लि.।
6. 2001 LLR. 747 (राजस्थान) रामगोपाल सैनी बनाम द जज, लेबर कोर्ट नं. 2 व अन्य।
7. MANU@MH/0856/2007 के. एल. कुमार बनाम वी.पी. पाटिल व अन्य।
8. MANU@SC/1422/2017 पी. करुपईया (मृतक) के विधिक प्रतिनिधि बनाम जनरल मैनेजर, तिरुवल्लूर ट्रान्सपोर्ट कोर्पोरेशन लि.।
9. 2016 LLR 1244 (मध्यप्रदेश) इंजीनियर इन चीफ वाटर रिसोर्सिज डिपार्टमेंट, भोपाल बनाम मनहरण।
10. 2007 LLR 1164 (गुजरात) गोपाल नंदकिशोर शर्मा बनाम मैनेजर, नानावाटी एसोशियट्स।
11. (2012) 1 SCC 558 बी.एस.एन.एल. बनाम मानसिंह।
12. (2010) 6 SCC 773 सीनियर सुप्रीटेन्डेंट टेलीग्राफ (ट्रैफिक), भोपाल बनाम सन्तोष कुमार सील व अन्य।
13. 2016 LLR 261 (राजस्थान) एक्स. इंजीनियर पी. डब्ल्यू. डी. बनाम हरचन्दी व अन्य।
10. उभय पक्षों के तर्कों, उपलब्ध साक्ष्य एवं न्यायाधिक दृष्टांतों में पारित विधि पर विचार के पश्चात इस विवाद में निम्न लिखित विचारणीय बिन्दु उत्पन्न हुये हैं:—
 1. क्या प्रार्थी को विपक्षीगण ने चतुर्थ श्रेणी कर्मचारी/ मेसेन्जर/सहायक कार्मिक के रूप में सेवा में रखा तथा उभय पक्ष के बीच नियोक्ता एवं कर्मकार के संबंध स्थापित हुए?.....प्रार्थी
 2. क्या प्रार्थी द्वारा विपक्षीगण के अधीन एक कलेण्डर वर्ष की अवधि में 240 दिन से अधिक कार्य किया गया तथा विपक्षीगण द्वारा प्रार्थी की सेवा दिनांक 03.05.2020 को समाप्त करने से पूर्व अधिनियम की धारा 25 (एफ) के प्रावधानों का अनुपालन न किये जाने से सेवा समाप्ति अवैध है?.....प्रार्थी
 3. क्या विपक्षीगण द्वारा प्रार्थी की सेवा समाप्त किये जाने के समय प्रार्थी से कनिष्ठ कार्मिकों को सेवा में रखते हुये प्रार्थी को सेवापृथक कर दिया गया और उसे कोई वरीयता नहीं दी गई?.....प्रार्थी
 4. अनुतोष क्या हो?
7. प्रत्येक विचारणीय बिन्दु पर विनिश्चय इस प्रकार है:—

विचारणीय बिन्दु सं.—1 (1) प्रार्थी सुभाष बलाई ने अपने शपथ पत्र में यह कहा है कि बैंक के शाखा प्रबंधक ने सक्षम अधिकारी से स्वीकृति प्राप्त करके प्रार्थी को चतुर्थ श्रेणी कर्मचारी/मेसेन्जर/सहायक कार्मिक के रूप में दिनांक 20.10.2011 को कार्य पर रखा। प्रार्थी ने इस संबंध में प्रतिपरीक्षा में यह स्वीकार किया है कि उसे कोई नियुक्ति पत्र विपक्षीगण ने नहीं दिया तथा नियुक्ति पत्र न देने के संबंध में उसने कोई लिखित शिकायत भी नहीं की। प्रार्थी यह भी स्वीकार करता है कि उसने बैंक में नियुक्ति के लिये कोई आवेदन नहीं किया। प्रार्थी ने यह भी कहा है कि वेतन का भुगतान वाउचर्स के माध्यम से हर महीने किया जाता था। प्रदर्श-7, वाउचर्स की प्रतियां देखकर साक्षी ने यह कहा है कि किसी भी वाउचर पर उसके हस्ताक्षर नहीं हैं। प्रार्थी का कथन है कि उसका मासिक वेतन 6000/—रु. होने के संबंध में उसने केवल प्रदर्श-7, वाउचर्स ही पेश किये हैं। प्रार्थी द्वारा प्रस्तुत प्रलेखीय साक्ष्य के परिशीलन से यह प्रकट होता है कि किसी भी प्रलेख में प्रार्थी को नामित करते हुये नियुक्ति किये जाने/अथवा मासिक रूप से वेतन भुगतान किये जाने का कोई उल्लेख नहीं है। प्रदर्श-3, विपक्षी के पत्र में कार्यालय परिचर की अनुपस्थिति में वैकल्पिक व्यवस्था के अन्तर्गत भुगतान करने का निर्देश दिया गया है। इसी प्रकार प्रदर्श- 4, 5, 6, पत्रों में सफाई एवं रख रखाव की व्यवस्था के लिये मासिक व्यय की परिसीमा निर्धारित किये जाने संबंधी निर्देश है। प्रदर्श-7, भुगतान वाउचर्स मासिक रूप से किये गये भुगतान के संबंध में वर्णन अवश्य करते हैं किंतु इन वाउचर्स के माध्यम से 4500/— अथवा 6000/— प्रार्थी को भुगतान किये जाने के संबंध में कोई साक्ष्य प्राप्त नहीं हुई है। विपक्षी के साक्षी मुकेश कुमार जैन, शाखा प्रबंधक ने अपने प्रतिपरीक्षण में प्रदर्श-7 वाउचर्स को देख कर यह कहा है कि ये वाउचर्स समय समय पर उसके द्वारा प्राप्त की गई राशि के वाउचर्स हैं। साक्षी कहता है कि उसने काछवा शाखा में

कार्य ग्रहण किया तब प्रार्थी को सफाई कार्य के लिये बुलाया था। जैसे जैसे काम करवाते प्रार्थी को उसी दिन भुगतान कर देते थे। प्रार्थी की कोई उपस्थिति अंकित नहीं की जाती थी। प्रार्थी को 200/—रुपये प्रतिदिन की दर से भुगतान करते थे। प्रदर्श-7 वाउचर्स विविध खर्चों का भुगतान है। पृथक-पृथक यह नहीं बताया जा सकता कि किन किन मदों में ये भुगतान हुआ।

(2) प्रार्थी की ओर से मैनेजर मै. मित्तल स्टील मेन्यु. कं. बनाम चौथाराम के निर्णय में माननीय राजस्थान उच्च न्यायालय द्वारा पारित विधि का अवलम्ब लिया गया है। इस निर्णय में यह कहा गया है कि जब कर्मकार को नियुक्ति पत्र न दिया गया हो तो ऐसी स्थिति में यह सिद्ध करने का दायित्व कि कर्मकार को कभी नियुक्त ही नहीं किया गया, नियोजक पर आ जाता है। जब नियोजक ने उपस्थिति पंजिका और वेतन पंजी प्रस्तुत नहीं की हो तो नियोजक के विरुद्ध प्रतिकूल उपधारण किया जाना उचित है। इसके विपरीत विपक्षीयण द्वारा माननीय सर्वोच्च न्यायालय के निर्णय रेंज फोरेस्ट ऑफीसर व अन्य बनाम एस. टी. हादीमनी का अवलम्ब लिया गया है। इस निर्णय में माननीय सर्वोच्च न्यायालय ने यह मार्गदर्शन दिया है कि कर्मकार पर अपनी साक्ष्य प्रस्तुत करते हुये यह प्रमाणित करने का सिद्धीभार है कि उसने सेवामुक्ति के पूर्ववर्ती एक वर्ष में 240 दिन कार्य किया। कर्मकार का शपथ पत्र इस तथ्य को प्रमाणित करने के लिये पर्याप्त नहीं है। प्रबंधन पर यह सिद्धीभार आरोपित करना उचित नहीं है, कि वह कर्मकार द्वारा 240 दिन सेवा पूर्ण न करना प्रमाणित करें। माननीय इलाहाबाद उच्च न्यायालय के निर्णय यू.पी.पी.सी.एल. लखनऊ बनाम पी.ओ., लेबर कोर्ट, कानपुर के निर्णय में इलाहाबाद उच्च न्यायालय ने यह कहा है कि 240 दिन सेवा पूर्ण कर लेने के तथ्य को प्रमाणित करने का सिद्धीभार कर्मकार स्वयं पर है। इसी प्रकार यूकों बैंक बनाम पीठासीन अधिकारी व अन्य में माननीय दिल्ली उच्च न्यायालय ने यह कहा है कि एक पक्षकार पर अपने अभिवचनों को साक्ष्य द्वारा प्रमाणित करने का दायित्व होता है। माननीय सर्वोच्च न्यायालय ने अपने निर्णय देवेन्द्र सिंह बनाम म्यूनिसीपल काउंसिल, सानौर में यह मार्गदर्शन दिया है कि जब किसी व्यक्ति का नियोजन किसी विज्ञापन के माध्यम से न किया गया हो, नियमित नियुक्ति पर रोक के कारण कर्मकार को संविदा पर नियुक्ति दी गई हो तो ऐसी स्थिति में एक व्यक्ति चाहे पूर्णकालिक, अंशकालिक या संविदा पर नियुक्त किया गया हो, तथा जिसे मजदूरी का भुगतान किया जाता हो वह व्यक्ति अधिनियम की धारा 2(S) के अंतर्गत कर्मकार माना जावेगा। विधिक दृष्टांतों में पारित इस विधि के प्रकाश में यह स्पष्ट है कि प्रार्थी को विपक्षीयण ने सफाई कार्य के लिये 200/—रु. प्रतिदिन परिश्रमिक की दर पर सफाई कार्य एवं पानी भरने के लिये मौखिक रूप से रखा था, इसलिए विपक्षीयण की स्वीकारोक्ति के आधार पर प्रार्थी को दैनिक वेतन भोगी के रूप में विपक्षीयण द्वारा नियुक्त किया जाना तथा उभयपक्ष के बीच नियोक्ता एवं कर्मकार के संबंध स्थापित होना प्रमाणित होता है। यद्यपि प्रार्थी स्वयं को चतुर्थ श्रेणी कर्मचारी/मेसेन्जर/सहायक कार्मिक के रूप में दिनांक 20.10.2011 से विपक्षी द्वारा नियुक्त किया जाना प्रमाणित नहीं कर सका है। इसलिए ये बिन्दु आंशिक रूप से प्रार्थी के विरुद्ध विनिश्चित किया जाता है।

विचारणाय बिन्दु सं.-2 प्रार्थी ने अपने साक्ष्य में यह कहा है कि प्रार्थी का वेतन नियुक्ति के समय 1100/—रु. मासिक था जिसमें समय-समय पर वृद्धि हुई तथा वर्ष 2020 में उसे 6000/— रु. मासिक वेतन का भुगतान किया जाता था। भुगतान के प्रमाणस्वरूप उसने मात्र प्रदर्श-7 वाउचर्स प्रदर्शित किये हैं। प्रार्थी ने यह भी कहा कि उसने एक कलेण्डर वर्ष में 240 दिन से अधिक निरंतर कार्य किया किंतु नियोजक ने मौखिक आदेश दिनांक 03.05.2020 से उसे अवैध रूप से सेवा पृथक कर दिया। प्रार्थी को कोई नोटिस, नोटिस वेतन का भुगतान नहीं किया। प्रतिपरीक्षा में प्रार्थी ने यह स्वीकार किया है कि प्रदर्श-7 वाउचर्स के किसी भी वाउचर्स पर उसके हस्ताक्षर नहीं हैं। मासिक वेतन 6000/—रु. होने के संबंध में उसने केवल प्रदर्श-7 वाउचर्स ही पेश किये हैं और कुछ नहीं। प्रदर्श-7 वाउचर्स का अवलोकन करने से यह प्रकट होता है कि ये वाउचर्स बैंक के शाखा प्रबंधक मुकेश कुमार जैन, को समय समय पर भुगतान की गई राशि के वाउचर्स हैं, इस प्रकार प्रलक्षित रूप से मुकेश कुमार जैन ने प्रदर्श-7 पर उसके प्राप्ति हस्ताक्षर होना भी स्वीकार किया है। जबकि प्रार्थी ने यह स्पष्ट कहा है कि प्रदर्श-7 वाउचर्स पर उसके कोई हस्ताक्षर नहीं हैं। "वाउचर्स" शब्द से तात्पर्य यही निकलता है वह प्रलेख किसी व्यक्ति विशेष को किये गये भुगतान का हस्ताक्षरित प्रमाण है। चूंकि इन वाउचर्स पर प्रार्थी के हस्ताक्षर धनराशि की प्राप्ति स्वरूप अंकित नहीं है इसलिए ये प्रलेख प्रार्थी को किये गये धनराशि

के भुगतान का प्रमाण कदापि नहीं समझे जा सकते। प्रार्थी ने प्रथम तो यह प्रयास किया कि वह स्वयं को चतुर्थ श्रेणी कर्मचारी/मेसेन्जर/सहायक कार्मिक के रूप में नियुक्त किया जाना प्रमाणित करें, किन्तु इस प्रयास में वह सफल नहीं हो सका है। मात्र दैनिक वेतन भोगी श्रमिक के रूप में कार्य करना ही प्रमाणित हो सका है। माननीय सर्वोच्च न्यायालय द्वारा पारित निर्णय रेंज फोरेस्ट ऑफीसर व अन्य बनाम एस. टी. हादीमनी में पारित अधिमत के अनुसार विपक्षीगण की सेवा में 240 दिन से अधिक सेवा करने का तथ्य प्रमाणित करने का सिद्धिभार प्रार्थी स्वयं पर ही है। प्रार्थी ने जो प्रलेख इस संबंध में प्रस्तुत किये हैं उनसे यह तथ्य प्रमाणित ही नहीं होता है कि प्रार्थी ने लगातार 240 दिन से अधिक विपक्षी के अधीन कार्य किया हो। प्रार्थी का यह तर्क है कि विपक्षी ने प्रार्थी की उपस्थिति पंजिका एवं प्रदर्श-7 वाउचर्स द्वारा प्राप्त की गई धनराशि का वितरण किन किन व्यक्तियों को किया है, के संबंध में कोई प्रलेख प्रस्तुत नहीं किया है, इसलिए विपक्षी के विरुद्ध प्रतिकूल उपधारणा की जानी चाहिये। इस संबंध में साक्ष्य का परिशीलन करने पर यह प्रकट होता है कि विपक्षी साक्षी ने अपने प्रतिपरीक्षा में यह स्पष्ट किया है कि प्रार्थी की कोई उपस्थिति नहीं की जाती थी। वह ऐसा कोई रिकार्ड नहीं लाया है कि प्रार्थी को कब कब काम पर बुलाया क्योंकि ऐसा कोई रिकार्ड होता ही नहीं है। यह कहना गलत है कि प्रार्थी ने 03.05.2020 तक काम किया हो तथा उसके बाद हमने मना कर दिया हो। यहाँ यह उल्लेख किया जाना सुसंगत होगा कि प्रार्थी ने विपक्षी से ऐसा कोई प्रलेख प्रस्तुत करवाने का निवेदन ही नहीं किया जिसके आधार पर प्रार्थी का 240 दिन से अधिक सेवा करने का तथ्य प्रमाणित किया जा सकें। ऐसी स्थिति में जबकि इस तथ्य का सिद्धिभार प्रार्थी पर ही आरोपित है, विपक्षी से यह अध्यापेक्षा नहीं की जानी चाहिये कि वह स्वतः ही ऐसा कोई अभिलेख अधिकरण के समक्ष प्रस्तुत करें। माननीय सर्वोच्च न्यायालय ने यह भी स्पष्ट कर दिया है कि विपक्षी प्रबंधन पर यह सिद्धिभार नहीं डाला जा सकता है कि वह कर्मकार द्वारा 240 दिन सेवा पूर्ण न करने का तथ्य अपने साक्ष्य से प्रमाणित करें। जब तक प्रार्थी ऐसे सुसंगत प्रलेखों की माँग विपक्षी से अपने पक्ष प्रस्तुतिकरण हेतु न करे जो अस्तित्व में हों व विपक्षी के आधिपत्य में भी हों विपक्षी के विरुद्ध इन प्रलेखों को प्रस्तुत न करने के आधार पर प्रतिकूल उपधारणा किया जाना विधि सम्मत एवं न्यायोचित नहीं है। इस विवेचन के उपरांत चूँकि प्रार्थी विपक्षी के अधीन 03.05.2020 को की गई कथित सेवा समाप्ति के पूर्व एक वर्ष की अवधि में 240 दिन सेवा किया जाना प्रमाणित नहीं कर सका है, यह विचारणीय बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।

विचारणीय बिन्दु सं.-3

प्रार्थी ने अपने मुख्य परीक्षण में यह कहा है कि उसे सेवा पृथक करने के बाद अन्य श्रमिक को नियुक्त करके कार्य करवाया जा रहा है। बटोठ शाखा के स्थाई सहायक द्वारिका प्रसाद सैन को काछवा ब्रांच में कार्य पर भेजा तथा बटोठ में सैन ने अपने बेटे को अस्थायी सहायक के रूप में कार्य पर रखवाया। रामकुमार बागडवा को सहायक/मेसेन्जर के रूप में नियुक्त किया जो आज भी कार्य कर रहा है। इस साक्षी से की गई प्रतिपरीक्षा में उसने यह कहा है कि द्वारिका प्रसाद सैन को काछवा ब्रांच में 04.05.2020 को स्थाई परिचारक के रूप में लगाया था किन्तु उसे ये पता नहीं है कि द्वारिका प्रसाद सैन को किस प्रकार नियुक्त किया गया। यहाँ यह उल्लेख किया जाना आवश्यक है कि प्रार्थी ने द्वारिका प्रसाद सैन के पुत्र को बटोठ शाखा में अस्थायी सहायक के रूप में रखवाना तो कहा किन्तु न तो पुत्र का नाम वर्णित किया और न ही तत्संबंधी नियुक्ति पत्र या अन्य समर्थक साक्ष्य प्रस्तुत की। इसी प्रकार काछवा शाखा में रामकुमार बागडवा को सहायक/मेसेन्जर के रूप में नियुक्त किये जाने संबंधी भी कोई प्रमाण प्रस्तुत नहीं किया है। माननीय राजस्थान उच्च न्यायालय की खण्ड पीठ ने रामगोपाल सैनी बनाम द जज, लेबर कोर्ट नं. 2 व अन्य के निर्णय में यह अधिमत व्यक्त किया है कि अधिनियम की धारा 25 (जी) एवं 25 (एच) के उल्लंघन को प्रमाणित करने के लिये प्रार्थी द्वारा मात्र कनिष्ठ व्यक्तियों के नाम का उल्लेख करना पर्याप्त नहीं है। इस तथ्य को प्रलेखीय साक्ष्य द्वारा प्रमाणित किया जाना चाहिये। इस विनिश्चय के प्रकाश में यह स्पष्ट है कि प्रार्थी उसकी कथित सेवा समाप्ति के उपरांत उससे कनिष्ठतर व्यक्तियों द्वारिका प्रसाद सैन के पुत्र की बटोठ शाखा में नियुक्ति तथा रामकुमार बागडवा की काछवा शाखा में नियुक्ति का तथ्य प्रमाणित करने में विफल रहा है। जहाँ तक द्वारिका प्रसाद सैन को काछवा ब्रांच में लगाये जाने का प्रश्न है द्वारिका प्रसाद सैन और प्रार्थी की नियुक्ति की प्रकृति में ही अंतर स्पष्ट है। इसलिए विपक्षीगण के विरुद्ध धारा 25 (जी) और (एच) अधिनियम के प्रावधानों का उल्लंघन किया जाना प्रार्थी अपने साक्ष्य से प्रमाणित नहीं कर पाया है। अतः ये विचारणीय बिन्दु भी प्रार्थी के विरुद्ध निर्णीत किया जाता है।

अनुतोषः—विचारणीय बिन्दु सं. 1 पर प्राप्त निष्कर्ष के आधार पर प्रार्थी और विपक्षी के मध्य नियोक्ता और कर्मकार का संबंध प्रमाणित तो माना गया है, किन्तु विचारणीय बिन्दु सं. 2 के अंतर्गत प्रार्थी विपक्षी के अधीन कथित सेवा समाप्ति तिथि दिनांक 03.05.2020 में पूर्ववर्ती एक कलेण्डर वर्ष की अवधि में 240 दिन से अधिक की सेवा लगातार किया जाना प्रमाणित नहीं कर सका हैं। इसी प्रकार प्रार्थी यह प्रमाणित करने में भी सफल नहीं हुआ है कि उसकी सेवा समाप्ति के उपरांत विपक्षीगण ने प्रार्थी को वरीयता न देते हुये उससे कनिष्ठतर व्यक्तियों को नियुक्ति दी हो अथवा सेवा में बनाये रखा हो। इसलिए प्रार्थी विपक्षीगण से कोई अनुतोष प्राप्त करने का अधिकारी प्रमाणित नहीं होता है। उभयपक्ष की ओर से प्रस्तुत किये गये विधिक दृष्टांत जो सेवा समाप्ति अवैध पाये जाने के उपरांत पुनः सेवा में स्थापित किये जाने एवं विगत वेतन परिलाभों से संबंधित हैं, इस विवाद में प्राप्त उपर्युक्त निष्कर्ष के आधार पर तथ्यात्मक भिन्नता होने के कारण सुसंगत विधिक मार्गदर्शन नहीं करते हैं। इसलिए उभयपक्ष को इन विधिक दृष्टांतों से कोई समर्थन नहीं मिला है।

8. प्रार्थी द्वारा प्रस्तुत विवाद का इसी प्रकार न्यायनिर्णयन किया जाता है।
9. अधिनिर्णय की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 480.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 1 धनबाद के पंचाट (04/2016) प्रकाशित करती है।

[सं. एल-39025/01/2023- आई आर (बी-II)-14]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 480.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-39025/01/2023- IR(B-II)-14]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

ID Case No. 04/2016

Sri Madan Kumar Priyadarshi,,
S/o Degan Pandit
Vill + P.O.- Chanddih
P.S. Kunda
Dist.- Deoghar
PIN-814143

... Applicants.

Vs.

The Zonal Manager
UCO Bank
Zonal Office
Rajendra Jawan Bhawan-Cum-Sainik Bazar
Main Road
Ranchi-834001

....Opposite Parties

Present: Shri DINESH KUMAR SINGH

Presiding Officer.

Appearances:

For Employer :- Sri D.Mukherjee, Advocate.

For workman :- Sri D.K. Verma, Advocate

State : Jharkhand.

Industry:- Bank

Dated 29/09/2022

AWARD

1. The Authorised Representative of concerned workman has filed an application on 13/07/2016 U/S 2A of I.D. Act 1947 as statement of claim with the following schedule:-

SCHEDULE

“Whether the action of the management of UCO Bank in terminating the services of Sri Madan Kumar Priyadarshi, Temporary Peon, Chanddih Branch and not regularising his services as a peon is legal and justified or not? If not, what relief

(S), the workman is entitled to?"

2. Thereafter notice has been issued to Management of UCO Bank, Chanddih Branch, Deoghar which has filed its written statement on 03/05/2017.

3. The Authorised Representative of concerned workman has filed rejoinder to the written statement of the management on 07/06/2017.

4. The claim of the concerned workman namely Madan Kumar Priyadarshi as per his statement of claim is as follows:-

That UCO Bank had opened a branch at Chanddih on 06/01/2012 and at that time there was no peon at Chanddih Branch, so the management of the Bank orally appointed him to discharge the duties of a peon from 06/01/2012. After appointment he used to open the bank's gate, clean and sweep the branch premises, take out registers/documents from the Almirah, take out cash box from strong room and place the same on tables/counters, stitch vouchers, currency notes, serve water, tea to the members of staff and its customers, post of mails to post office and deliver of Dak through Peon Books and go to other offices for Bank's work etc. He used to discharge his duties from 10AM to 6PM regularly and sometimes beyond that as per the instruction of the Branch Manager and he was initially paid Rs. 80/- per day which was raised to Rs. 100/-, Rs. 120, Rs. 140 and Rs. 160/- per day. He was paid wages through debit vouchers which were signed in the names of Sanjay, Mohan, Madan, Ramesh etc. He had discharged duties as per instruction of the Branch Manager and which were identical to the permanent peons of the Bank and perennial in nature but he was stopped working from 03/02/2016 and the management recruited fresh hands. The post of peon was vacant in the Bank but the management did not consider his case, so the management had violated the mandatory provisions of Section 25 F while terminating the services of the workman as neither any notice nor any retrenchment compensation was given to him. The management had issued a circular for considering the cases of daily rated/temporary workman who were working as on 01/04/2012 for their empanelment but his case was not considered.

He has made prayer that he may be reinstated as a peon in the Bank with all back wages, regularisation of services as a peon, payment of Rs. 20000/- as cost for contesting the dispute.

5. On the other hand the case of the management of UCO Bank is as follows:-

That the present application filed by Madan Kumar Priyadarshi is misconceived and devoid of any merit. The concerned workman was never engaged in the Chanddih Branch of the UCO Bank as any oral appointment for discharging the duties of peon is illegal. The concerned workman had not discharged his duties from 10AM to 6PM regularly and sometimes beyond that as per the instruction of the Branch Manager. The concerned workman was paid daily wages commensurate with the nature of the work for which he was engaged. The concerned workman had not discharged his duties which were identical to permanent peons of the Bank and perennial in nature. The concerned workman had not worked with the Bank from 06/01/2012 to 02/02/2016 and was stopped working since 03/02/2016. The management of Bank had advertised the vacancy for the post of peon and after following due process with the prescribed rules of the Bank. The recruitment for any post has to be according to the established norms and procedure, so the question for consideration of the case of the workman for regularisation does not and cannot arise at all. The concerned workman does not meet the requirement as mentioned in section 25F of the I.D. Act, 1947, so no notice pay or any retrenchment compensation was given to him. The workman was hired temporarily on a daily wage basis and thus the question of requirement for giving any notice, notice pay or any retrenchment compensation does not arise. The management had not issued any circular for considering the case of daily rated/temporary workman who were working as on 01/04/2012. The concerned workman does not come under the provision of section 2(o) of the I.D. Act, so he is not entitled for any reliefs.

A prayer has been made to pass an Award in favour of the management.

The management by way of rejoinder has stated that the statement made in Para 1, 2, 4(i), and 4(v) of the statement of claim of the workman are matter of record and the statement made in Para 3, 4(ii), 4(iii), 4(iv), 4(vi), 4(vii), 4(viii), 4(ix), 4(x), 4(xi), 4(xii), 4(xiii), 6, 7, 8, 9, 10 and 11 of the statement of claim of workman are untrue.

6. The concerned workman has filed rejoinder to the written of the management in which it has been stated that the statement made in Para 1, 6, 7, 9, 10, 11 and 12 of the written statement of management are not correct, the statement made in Para 2, 4 and 23 of the written statement of management are required no comment, the statement made in Para 3 of the written statement of management, it is reiterated that workman is still agreeable for amicable settlement of the dispute, the statement made in Para 5 of the written statement of management it is submitted that the management should furnish the name of peon working at Chanddih Branch

during the working period of concerned workman, the statement made in Para 8 of the written statement of management it is submitted that the status of the workman was that of a temporary workman whose services should have been confirmed after expiry of a period of six months, the statement made in Para 13 of the written statement of management it is submitted that the management recruited fresh hands ignoring the claim of the workman, the statement made in Para 14 of the written statement of management it is submitted that there was no any peon at Chanddih Branch during the period 6.1.2012 to 2.2.2016, the statement made in Para 15, 16 and 17 of the written statement of management it is reiterated that the management violated the provisions of section 25F as neither any notice, notice pay nor any retrenchment compensation was paid to the workman, the statement made in Para 18, 19, 20 & 21 of the written statement of management it is reiterated that the termination of the workman is covered under section 2(oo) of the I.D. Act and the statement made in Para 22 of the written statement of management it is submitted that the claim statement is based on the provisions of section 36 of the I.D. Act and not otherwise.

7. The concerned workman has examined only one witness. He is WW-1, Madan Kumar Priyadarshi.

The WW-1, Madan Kumar Priyadarshi has deposed before the Tribunal that he had worked at Chanddih Branch, Dist. Deoghar of UCO Bank as a temporary peon from 06/01/2012 and at that time there was no peon or sweeper in the Branch. He has also deposed that he had performed the duties of peon and sweeper such as cleaning/sweeping the branch premises, opening of Bank's gate, taking out registers books from Almirah, distribution of dak through peon book, stitching of vouchers, currency notes, serving water, tea etc. He has also stated that he used to work from 10AM to 6 PM on the instruction of the Branch Manager and he was paid wages initially @ Rs. 80/- per day which was raised to @ Rs. 100/-, Rs. 120/-, Rs. 140/- & Rs. 160/- per day. He has also stated that he had discharged the duties of peon indential to the nature of permanent peons and he was paid wages through vouchers but he was removed from the service since 03/06/2016. He has proved the copy of notice u/s 33 of the I.D. Act, photo copy of attendance sheet from 01/04/2014 to 31/01/2016 and photo copy of letter dated 18/02/2016 of the Branch Manager of Chanddhi Branch which are marked as Exhibit W-1 and W-2 respectively.

In the cross-examination he has stated that he had not been given any appointment letter and he was engaged as per oral order of Branch Manager. He has also deposed that he was made payment through vouchers in three different names to avoid his claim. He has denied the suggestion that it is not true that he had not complete 240 days of continuous work in a calendar year.

8. The management has examined only one witness. He is MW-1, Bhagwan Singh.

The MW-1, Bhagwan Singh has deposed before the Tribunal that he was Branch Manager of UCO Bank, Chanddih Branch at & P.O. Chandi P.S. Kunda, Dist. Deoghar and Branch Manager can engage orally any workman on daily rated labour as per requirement without any advertisement or interview and without following the due process. He has also deposed that workman was paid daily wages commensurate with the nature of the work for which workman was engaged. He has further stated that the work of workman was not identical to temporary/permanent peon of the Bank and he worked with the bank from 06/01/2012 to 01/01/2016. He has also deposed that the workman was stopped from working on 03/02/2016 and he had not worked for 240 days continuously in a calendar year. He has further stated that the workman was hired temporarily on daily wages basis, so management was not required to issue any notice, notice pay or any retrenchment compensation. He has further stated that Bank has no power and cannot issue any appointment letter to the workman.

In the cross-examination he has deposed that the Chanddih Branch, UCO Bank was opened on 06/01/2012 and no permanent peon was there till 03/02/2016. He has also stated that he joined the said Branch on 19/11/2015 and he had seen the concerned workman there as messenger. He has also stated that the workman had also been serving tea and water but he was removed on 03/02/2016 as permanent peon came there through appointment process. He has also stated that payment was made to workman through three different names.

The management has not proved any documents in support of its case.

9. The learned lawyer of the concerned workman has submitted before the Court that at time of opening of Branch of UCO Bank at Chanddih on 06/01/2012 there was no peon or sweeper in the said Branch and the concerned workman namely Madan Kumar Priyadarshi was orally appointed to discharge the duties of a peon/sweeper w.e.f. 06/01/2012 and performed all the duties of peon/sweeper from 10AM to 6PM. He has also submitted that the concerned workman was paid wages through debit vouchers which were signed by him and he worked from 06/01/2012 to 02/02/2016 uninterruptedly but was stopped from working since 03/02/2016 and the management had recruited fresh hands without considering the case of the workman, so the management had violated the provision of section 25F of the ID Act as well as section 25G of the ID Act and sections 77 &

78 of I.D. (Central) Rules 1957. He has also submitted that the concerned workman in his evidence has fully supported his case. He has further submitted that the MW-1 has also admitted that the concerned workman was engaged as daily rated peon/sweeper since 06/01/2012 to 02/02/2016, so the oral evidence of management has supported the case of the workman.

10. On the other hand the learned lawyer of management has argued before the Tribunal that the concerned workman was not appointed through due process and no appointment letter was given to him. He has also argued that the concerned workman was appointed by the oral order of the Branch Manager. He has also submitted that there is an established principles that all the appointment must be made against sanctioned post in which vacancy had occurred. He has also submitted that Branch Manager of the Bank was not authorised to make any appointment to any post, sanctioned or unsanctioned. He has further submitted that there was no vacancies of peon in Chanddih Branch of UCO Bank and the concerned workman was not engaged as peon against the permanent vacancy and he was not made regular payment. He has further argued that the concerned workman had not worked for full days and he was engaged only as a daily wager. He has also submitted that the working for 240 days in a calendar year is not a magic bond which converts illegal appointment into the legal appointment. He has also submitted that the 240 days working has got nothing to do with regularisation. He has also submitted that the concerned workman has not worked for 240 days in any calendar year, so section 25 B or 25 G are not attractive.

11. Now, in this case the only point of determination is whether the action of the management of UCO Bank, Chanddih Branch in terminating the services of Madan Kumar Priyadarshi as daily wager and not regularised his service as peon is legal and justified and to what relief he is entitled to?

FINDINGS

12. At the outset of discussion it is required to mention here that it has been admitted by both the parties that the concerned workman namely Madan Kumar Priyadarshi was engaged on daily basis in Chanddih Branch, Deoghar of UCO Bank.

13. Now the question arises whether the concerned workman was working as a peon/messenger in the UCO Bank, Chanddih Branch, Deoghar and he had not been regularised in service of the Bank?

14. In this regard the WW-1, Madan Kumar Priyadarshi has deposed that he had worked at Chanddih Branch, Deoghar of UCO Bank as a temporary peon since 06/01/2012 and he had discharged the work of peon or sweeper in the Branch. He has also deposed that he used to work from 10:00 AM to 6:00 PM on the instruction of the Branch Manager and he was paid wages @ Rs. 80/- per day which was raised to @ Rs. 100/-, Rs. 120/-, Rs. 140/- and Rs. 160/- per day but he was removed from service on 03/02/2016.

In the cross-examination he has stated that he had not been given any appointment letter and he was engaged as per oral order of the Bank Manager.

15. On the other hand the MW-1, Bhagwan Singh has deposed before the Tribunal that he was Branch Manager of UCO Bank, Chanddih Branch, Deoghar and the concerned workman was paid daily wages commensurate with the nature of the work for which he was engaged. He has also stated that work of workman was not identical to temporary/permanent peon of the Bank but he had worked with Bank since 06/01/2012 to 01/01/2016 but he was stopped from working since 03/02/2016. He has also deposed that the concerned workman had not worked for 240 days in a calendar year.

In the cross-examination he has stated that at the time of open of Branch at Chanddih of UCO Bank there was no permanent peon.

16. Now, coming to the documentary evidence of the concerned workman it appears that the Exhibit W-1 series is the attendance sheet of April 2014 till January 2016. It further appears that in all the working days the attendance of concerned workman namely Madan Kumar Priyadarshi was marked. Further the Exhibit W-2 shows that the application submitted by concerned workman namely Madan Kumar Priyadarshi was forwarded to Zonal Manager of UCO Bank, Zonal Office, Ranchi for employment as House Keeper-Cum-Peon.

17. After analysing the Exhibit W-1 series it appears that the concerned workman had discharged the work of 229 days in the year 2014 and 308 days in the year 2015.

18. Now, after analysing the oral and documentary evidence available in this case the Tribunal comes to the conclusion that the concerned workman namely Madan Kumar Priyadarshi had worked for 240 days in a calendar year in the UCO Bank, Chanddih Branch, Deoghar.

19. It is important to mention here that the workman has been defined u/s 2(s) of Industrial Dispute Act. The Section 2(s) of I.D. Act reads as follows:-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a person, or

(iii) who is employed mainly in a managerial or administrative capacity, or

(iv) who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature

20. At this stage it is relevant to mention here that the Hon’ble Supreme Court in a case as reported in 2011 LAB. I. C. 2799 (S.C) has been pleased to observe as follows:-

“14. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of ‘workman’.

21. It is required to mention here that the concerned workman namely Madan Kumar Priyadarshi had worked in the UCO Bank, Chanddih Branch, Deoghar as a temporary peon, so he was employed in the Bank on hire and consequently he was a workman and there was a relationship between him and the management as employer and employee, so there is Industrial Dispute.

22. It is also relevant to mention here that the word retrenchment has been defined u/S 2(oo) of the I .D .Act, definition of continuous service has been mentioned u/s 25-B of I . D .Act and the condition precedent to retrenchment have been mentioned u/S 25 F of I.D Act.

Section 2(oo) of the I.D.Act reads as follows:-

Section 2(oo) -“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include-

(a) Voluntary retirement of the workman; or

(b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c)Termination of the service of a workman on the ground of continued ill-health.

25-B. Definition of continuous service – For the purpose of this Chapter,-

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-

(a) for a period one year, if the workman, during a period of twelve calendar months preceding the date

with reference to which calculation is to be made, has actually worked under the employer for not less than –

- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
- (ii) two hundred and forty days, in any other case;
- (b).....

The Section 25-F of the Industrial Dispute Act reads as follows:-

25-F Conditions precedent to retrenchment of workmen- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) *The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*

(b) *The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for Every completed year of continuous service) or any part thereof in excess of six months; and*

(c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)*

23. Now in this case there is categorical evidence that the concerned workman had worked in UCO Bank, Chanddih Branch, Deoghar for more than 240 days in each and every Calendar Year, so the concerned workman was in continuous service in the Bank as per definition mentioned u/s 25-B of I.D' Act. Moreover there is also evidence that the concerned workman was removed from his service w.e.f. 03/02/2016. Further there is no evidence before the Tribunal that the concerned workman had been given one month notice in writing indicating the reasons for their retrenchment/ removal or had been paid compensation equivalent to 15 days of average pay as per provision of 25-F of the I.D. Act.

24. Hence, in view of above the discussion the Tribunal finds and holds that the concerned workman namely Madan Kumar Priyadarshi had been working in UCO Bank, Chanddih Branch, Deoghar as temporary peon and he had been removed from service w.e.f. 03/02/2016. Further the action of the management in terminating the services of the concerned workman w.e.f. 03/02/2016 is not legal and justified. Hence the concerned workman is entitled for relief.

25. At this stage it is relevant to mention here that the Hon'ble Supreme Court in catena of decision has been pleased to observe that the completion of 240 days work doesn't under the law import the right to regularisation and it merely imposed certain obligation on the employer at the time of termination of service.

The Hon'ble Supreme Court in a case of **Hindustan Aeronautics Ltd Vs. Dan Bahadur Singh, as reported in (2007) 6 SCC 207**, especially in Paragraph No. 18 as under:-

"18. The next question which requires consideration is whether completion of 240 days in a year confers any right on an employee or workman to claim regularisation in service. In Madhyamik Shiksha Parishad vs. Anil Kumar Mishra it was held that the completion of 240 days' work does not confer the right to regularisation under the Industrial Disputes Act. It merely imposes certain obligations on the employer at the time of termination of the services. In M.P. Housing Board vs. Manoj Shrivastava (para 17) after referring to several earlier decisions it has been reiterated that it is well settled that only because a person had been working for more than 240 days, he does not derive any legal right to be regularised in service. This view has been reiterated in Gangadhar Pillai vs. Siemens Ltd. The same question has been examined in considerable detail with reference to an employee working in a government company in Indian Drugs & Pharmaceuticals Ltd. vs. Workmen and paras 34 and 35 of the report are being reproduced below: (SCC p.426)

"34. Thus, it is well settled that there is no right vested in any daily wager to seek regularisation. Regularisation can only be done in accordance with the rules and not dehors the rules. In the case of E. Ramakrishnan v. State of Kerala this Court held that there can be no regularisation dehors the rules. The same view was taken in Kishore (Dr.) v. State of Maharashtra and Union of India v. Bishamber Dutt. The direction issued by the services Tribunal for regularising the services of persons who had not been appointed on regular basis in accordance with the rules was set aside although the petitioner had been working regularly for a long time.

35. In Surinder Singh Jamwal (Dr.) v. State of J&K it was held that ad hoc appointment does not give any right for regularization as regularization is governed by the statutory rules."

The Hon'ble Jharkhand High Court has been pleased to observe in **L.P.A No. 268/2012** which is as under:-

“(xiv) Be that as it may, even assuming without admitting that this appellant has worked more than 240 days in couple of years, then also, his services cannot be regularized. 240 days' working is not a magic bond which converts illegal appointment into the legal appointment. In fact, 240 days working has nothing to do with the regularization at all. 240 days working has got reference under Section 25-B of the Industrial Disputes Act, 1947 for calculation of continuous years of service and nothing beyond that. Unnecessarily several times the Labour Court or the Industrial Courts are committing an error that if any worker has completed 240 days, their services should be regularized. In fact, there is no casual connection at all between the working of 240 days and right of regularization. Illegality in the appointment cannot be diluted by the working of 240 days. Illegality in the appointment continues, even if, the worker has worked for 240 days.”

The Hon'ble Jharkhand High Court has been further pleased to hold as follows:-

“Whenever any employment is given unauthorizedly, in the respondent-UCO Bank, Hirapur, Dhanbad, such type of employment cannot be converted into a regular employment unless there are rules for regularization or scheme for regularization. In the facts of the present case, there are no rules of regularization nor there is any scheme of regularization floated by the UCO Bank. In absence of such type of law, the charity shown by the Court will be cruelty to others. If such type regularization is allowed by the Courts, it will provide encouragement to those who are adorning high-ranking administrative position to give illegal appointment and later on, to get them regularized by the orders of the Courts. A thing which cannot be done directly, can never be done indirectly. If no employment can be given without there being any advertisement and without there being any recruitment process, the Court cannot be a party to illegal regularization of such employee.”

26. In view of such fact and in view of decision of Hon'ble Supreme Court and Hon'ble Jharkhand High Court it is settled that the workman is not entitled for regularization of their job for working 240 days in a calendar year in, UCO Bank, Chanddih Branch, Deoghar.

27. It is relevant to mention here that the Hon'ble Supreme Court in a case of **BSNL Vs. Bhurumal as reported in (2014) 7 SCC 177**, the Hon'ble Supreme Court has been pleased to observe as under:-

34. The Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek regularization (See: State of Karnataka vs. Uma Devi (2006) 4 SCC 1). Thus when he cannot claim regularization and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

28. The Hon'ble Supreme Court in a case of **District Development Officer Vs. Satish Kantilal Amrelia** as reported in (2018) 12 SCC 29 B has been pleased to hold as follows:-

“16) In view of forgoing discussion, we are of the considered view that it would be just, proper and reasonable to award lump sum monetary compensation to the respondent in full and final satisfaction of his claim of re-instatement and other consequential benefits by taking recourse to the powers under Section 11-A of the Act and the law laid down by this Court in Bharat Sanchar Nigam Limited case (supra).”

29. The Hon'ble Supreme Court in another case Deputy Executive Engineer Vs Kuberbhai Kanjhibhai as reported in 2019 (160) FLR 651 has reiterated the same principle.

30. Now, in this case the concerned workman namely Madan Kumar Priyadarshi had been working as temporary peon in the UCO Bank, Chanddih Branch, Deoghar since his appointment on different dates and he was removed from the service w.e.f. 03/02/2016 without being given any notice of retrenchment.

31. In view of the decision of Hon'ble Supreme Court as discussed above it would be proper, just and reasonable to grant lump-sum monetary compensation of three lakhs to the concerned workman.

32. After considering all the facts and circumstances the Tribunal renders the following award:-

“The action of Management of UCO Bank in terminating the services of Sri Madan Kumar Priyadarshi, Temporary Peon, Chanddih Branch from his service as a peon without complying the provision of Section 25F is not legal and justified but the action of management of UCO Bank in not regularising the service of Sri

Madan Kumar Priyadarshi is legal and justified.

33. However, the concerned workman is entitled for relief which is as under:-

The management of UCO Bank, Chanddih Branch, is directed to pay a sum of Rs. Three Lakhs to the concerned workmen namely Madan Kumar Priyadarshi as lump-sum compensation after proper verification within one month after publication of award in Official Gazette.

This is the Award of the Tribunal.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 481.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (15/2020) प्रकाशित करती है।

[सं. एल-12011/31/2020- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 481.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/31/2020- IR(B-I)]

SALONI, Dy. Director

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 15/2020

Reference No. L-12011/31/2020-IR (B-I)

Dated: 30.09.2020

प्रेसीडेंट, राजस्थान प्रदेश बैंक वर्कर्स ऑर्गेनाइजेशन, 97,
पुरुषार्थ नगर, सिंधी कॉलोनी, पाली, (राजस्थान)।

...प्रार्थी

बनाम

- मुख्य महाप्रबंधक, स्टेट बैंक ऑफ इण्डिया, एल. एच. ओ. तिलक मार्ग, जयपुर (राज.)।
- सहा. महाप्रबंधक, स्टेट बैंक ऑफ इण्डिया, रीजनल ऑफिस,
बांगड कालेज के सामने, पाली (राजस्थान)।

.....अप्रार्थीगण/विपक्षी

उपस्थित:-

प्रार्थी की तरफ से : कोई उपस्थित नहीं।
अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 30.03.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 30.09.2020 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) व 2A। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“Whether the demand of President, Rajasthan Pradesh Bank Workers Organization for payment of commutation of pension and pension to Shri Kantilal Jain from the management of State Bank of India is legal and justified? If yes, then to what relief the concerned employee Shri Kantilal Jain is entitled? ”

2. श्रम मंत्रालय द्वारा यह विवाद दिनांक 30.09.2020 को पंजीकृत डाक द्वारा इस अधिकरण के साथ साथ विवाद के पक्षकारों यथा प्रार्थी संगठन व विपक्षीगण को भी प्रेषित किया गया था। यह विवाद दिनांक 19.10.2020 को इस अधिकरण में प्राप्त हुआ— तथा पक्षकारों की उपसंज्ञाति व अभिवचनों की प्रतीक्षा में अबतक लंबित रहा है। आज दिनांक 30.03.2022 तक भी इस संदर्भित विवाद के अग्रसरण हेतु प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत नहीं किया है। श्रम मंत्रालय द्वारा संदर्भित विवाद के संबंध में विवाद प्रस्तुत करने वाले पक्षकार (प्रार्थी) को यह निर्देश दिया गया है कि वह उक्त आदेश की प्राप्ति के 15 दिन की अवधि में अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत करे। चूंकि प्रार्थी को यह आदेश पंजीकृत डाक के माध्यम से प्रेषित किया गया है, यह उपधारित किया जाना नितान्त न्यायोचित है कि— जिस प्रकार इस अधिकरण को संदर्भित आदेश 19.10.2020 को प्राप्त हो चुका है— प्रार्थी को भी यह आदेश प्राप्त हो चुका होगा।

3. इस तथ्यात्मक परिदृश्य में इस अधिकरण का यह सुविचारित अधिमत है कि प्रार्थी व विपक्षीगण के मध्य संदर्भित विवाद के अग्रसरण हेतु प्रार्थी—पक्ष अनिच्छुक व उदासीन है। इसलिए दावे के अभिकथन के अभाव में प्रार्थी संदर्भित विवाद में कोई अनुतोष पाने का अधिकारी नहीं है।

4. संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।

5. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 482.— औद्योगिक विवाद अधिनियम, 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र प्रबंध तंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट संदर्भ संख्या (1/2018) को प्रकाशित करती है।

[सं. एल-39025/01/2023-आई आर (बी-II)-10]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 482.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen

[No. L-39025/01/2023- IR(B-II)-10]

SALONI, Dy. Director

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 1/2018

संजय लखन पुत्र स्व. श्री हनुमान लखन, निवासी ए- 44,
सरस्वती कॉलोनी, पुरानी बस्ती, चांदपोल बाजार, जयपुर।

...प्रार्थी/श्रमिक

बनाम

1. बैंक ऑफ महाराष्ट्र, जरिये अंचल प्रबंधक, फॉर्चून हाईट,
छठा तल, अहिंसा सर्किल, सी- स्कीम, जयपुर।
2. बैंक ऑफ महाराष्ट्र, जरिये सहायक प्रबंधक, पार्क स्ट्रीट, एम. आई. रोड, जयपुर। ...अप्रार्थी/विपक्षी

उपस्थित:-

प्रार्थी की तरफ से : श्री संजय लखन (प्रार्थी स्वयं) उपस्थित।

अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 11.04.2022

औद्योगिक विवाद अन्तर्गत धारा 2 (ए), (2), (3) औद्योगिक विवाद अधिनियम :-

1. इस विवाद के संक्षिप्त तथ्य इस प्रकार हैं— दिनांक 30.01.2018 को प्रार्थी द्वारा औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जायेगा) की धारा 2-ए के प्रावधानों के अन्तर्गत अपने दावे का अभिकथन प्रस्तुत किया गया। प्रार्थी का कथन है कि उसकी नियुक्ति विपक्षी सं.- 2 के अधीन 19.12.2015 को मौखिक रूप से सफाई कर्मचारी के पद पर की गई थी। प्रार्थी ने 25.05.2017 तक लगातार कार्य किया है। उसने एक वर्ष में 240 दिन से अधिक अवधि तक कार्य किया। 25.05.2017 को विपक्षीगण ने बिना कोई नोटिस, नोटिस वेतन एवं छंटनी मुआवजा दिये बिना प्रार्थी को काम से हटा दिया इस प्रकार विपक्षीगण ने अधिनियम की धारा 25 (एफ), (जी), और (एच) का पालन नहीं किया। प्रार्थी 8 घण्टे रोज काम करता था उससे स्थाई चपरासी के सभी काम करवाये जाते थे। प्रार्थी को वर्ष 2015 का 112 दिन का तथा 2016-17 का 276 दिन का बोनस दिया गया। प्रार्थी ने समझौता अधिकारी के समक्ष परिवाद प्रस्तुत किया किन्तु कोई समझौता नहीं हो सका। 45 दिन से अधिक हो जाने पर प्रमाण पत्र समझौता अधिकारी द्वारा जारी किया गया अतः प्रार्थी की सेवा मुक्ति को अवैध घोषित करते हुये प्रार्थी को विगत वेतन परिलाभ व निरन्तरता सहित काम पर लिया जावे।

2. विपक्षीगण ने वादोत्तर में यह कहा है कि अधीनस्थ कर्मचारी की अनुपस्थिति के दौरान प्रार्थी की सेवा अंश कालीन दैनिक मजदूर के रूप में शाखा परिसर की सफाई कार्य के हेतु काम में ली गई थी, जिसकी उचित मजदूरी का भुगतान किया गया। बैंक में सफाई कर्मचारी का कोई स्वीकृत पद नहीं है। 19.12.2015 से जब भी जरूरत पड़ी प्रार्थी से सफाई कार्य करवाया गया तथा प्रार्थी को यथोचित राशि का भुगतान किया। प्रार्थी ने 240 दिन से अधिक कार्य नहीं किया। अस्थायी कर्मचारी को स्थाई होने का अधिकार नहीं होता। प्रार्थी को कोई नोटिस, नोटिस वेतन या छंटनी मुआवजा देने का प्रश्न नहीं उठता क्योंकि उसका कार्य अस्थायी प्रकृति का था। प्रार्थी की सेवाये नियमित रूप से कभी नहीं ली गई। प्रार्थी ने अनुचित लाभ उठाने के लिये विवाद प्रस्तुत किया है जिसे अस्वीकार किया जावे।

3. प्रार्थी ने 24.12.2019 को अतिरिक्त कथन प्रस्तुत करते हुए ये कहा है कि प्रार्थी को बैंक के पत्रों के अनुसार ही 112 दिन और 247 दिन लगातार कार्य किये जाने के आधार पर बोनस का भुगतान किया गया है। जिसके समर्थन में पत्रों की प्रतिलिपि प्रस्तुत की है। प्रार्थी ने अपने कथन के साथ विपक्षी द्वारा 06.10.2017 को लिखा गया पत्र व फार्म- C (बोनस भुगतान संबंधी) की स्वयं द्वारा प्रमाणित सत्य प्रतियाँ प्रस्तुत की।

4. दिनांक 21.08.2020 को प्रार्थी ने स्वयं का शपथ पत्र साक्ष्य में प्रस्तुत किया। उस दिन विपक्षी द्वारा कुछ दस्तावेज प्रस्तुत करने तथा प्रतिपरीक्षा करने हेतु अवसर चाहा गया। तदुपरांत 26.10.2020, 12.01.2021, 31.03.2021 को भी विपक्षीगण की ओर से प्रार्थी से प्रतिपरीक्षा करने हेतु कोई उपस्थित नहीं हुआ। इसलिए

31.03.2021 को विपक्षी के विरुद्ध एकपक्षीय कार्यवाही करते हुए प्रार्थी से प्रतिपरीक्षा का अवसर समाप्त कर दिया गया।

5. दिनांक 21.03.2022 को प्रार्थी स्वयं उपस्थित था किंतु विपक्षी की ओर से कोई उपस्थित नहीं हुआ। इसलिए प्रार्थी के एकपक्षीय तर्क सुने गये तथा उपलब्ध सामग्री का ध्यानपूर्वक परिशीलन किया गया।

6. प्रार्थी का यह तर्क है कि विपक्षी स्वयं ने दिनांक 06.10.2017 को लिखे गये पत्र में यह स्वीकार किया है कि उनकी शाखा में कार्यरत संजय लखन (प्रार्थी) का बोनस के लिए फार्म— C उचित कार्यवाही के लिए प्रेषित कर रहे हैं। उक्त फार्म— C से यह प्रमाणित होता है कि लेखा वर्ष 31.03.2017 तक प्रार्थी ने 247 दिन कार्य किया था। इसीलिए उसे इस वर्ष का बोनस 3086/— रु. दिया गया। इसके पूर्व भी वर्ष 2016 के लिये 112 दिन का बोनस दिया गया। इन तथ्यों से यह प्रमाणित है कि प्रार्थी विपक्षी का कर्मचारी था और उसने 240 दिन से अधिक सतत सेवा भी की है। जिसे बिना कोई नोटिस, नोटिस वेतन या छंटनी मुआवजा दिये सेवा से हटा दिया गया।

7. मेनें प्रार्थी के तर्कों पर ध्यानपूर्वक विचार किया।

8. इस विवाद में विपक्षी ने प्रार्थी के दावे का जो वादोत्तर प्रस्तुत किया है उसमें किये गये अभिवचन प्रार्थी के कथनों का स्पष्टतः खण्डन नहीं करते हैं, इसलिए विपक्षी के ये अभिवचन वाग्वल पूर्ण हैं जिन्हें विपक्षी की अभिस्वीकृति माना जाना चाहिये। प्रार्थी ने अपने सषपथ कथन में यह कहा है कि उसकी नियुक्ति विपक्षी सं.— 2 के अधीन 19.12.2015 को की गई थी तथा 25.05.2017 तक उसने लगातार कार्य किया। विपक्षी द्वारा प्रार्थी से इस संबंध में कोई प्रतिपरीक्षा अवसर दिये जाने के उपरांत भी नहीं की गई है। इसलिए प्रार्थी के कथन विधितः प्रमाणित होते हैं। इसके अतिरिक्त यह भी महत्वपूर्ण है कि विपक्षी ने अपने वादोत्तर के चरण सं. 2 में यह कहा है कि “जबकि वास्तविकता में प्रार्थी द्वारा विपक्षी सं. 2 की शाखा में दिनांक 19.12.2015 के बाद से जब भी जरूरत पड़ने के आधार पर ही सफाई कार्य किया गया” इस कथन से यह तो प्रमाणित हो ही जाता है कि 19.12.2015 के उपरांत प्रार्थी विपक्षीगण के अधीन सफाई कार्य हेतु नियोजित किया गया और प्रार्थी द्वारा किये काम के प्रतिकर स्वरूप उसे यथोचित राशि का भुगतान विपक्षी ने किया। इस प्रकार विपक्षी व प्रार्थी के मध्य नियोजक व कर्मकार का संबंध होना प्रमाणित होता है। विपक्षी ने प्रार्थी द्वारा किये गये इस कथन का भी कोई खण्डन नहीं किया है कि वर्ष 2015—16 में उसे 112 दिन का तथा वर्ष 2016—17 में 247 दिन का बोनस भुगतान किया गया। इस स्थिति में जबकि प्रार्थी के कथनों का न तो अभिवचनों में और न ही साक्ष्य के दौरान विपक्षी ने विखण्डन किया है मेरे अभिमत से प्रार्थी अपना पक्ष प्रमाणित करने में सफल रहा है।

9. विपक्षी द्वारा दिनांक 06.10.2017 को उप अंचल प्रबंधक जयपुर को सम्बोधित पत्र जिसके माध्यम से प्रार्थी को बोनस भुगतान हेतु अधिकृत माना गया है के अवलोकन से यह प्रमाणित होता है कि लेखा वर्ष 2017 के दौरान प्रार्थी ने 247 दिन कार्य किया और उसे 37050/— रु. वेतन का भुगतान किया गया तथा 3086/— रु. बोनस देय माना गया। इस प्रकार प्रार्थी द्वारा एक कलेण्डर वर्ष में 240 दिन से अधिक विपक्षी के अधीन कार्य किया जाना भलिभौति प्रमाणित हो जाता है। विपक्षी ने यह स्वीकार किया है कि प्रार्थी चूकिं अस्थाई कर्मचारी था इसलिए उसे नोटिस, नोटिस वेतन या मुआवजे के भुगतान की आवश्यकता नहीं थी। इस स्थिति में विपक्षी द्वारा अधिनियम की धारा 25 (एफ) के प्रावधानों के अनुसार प्रार्थी द्वारा 240 दिन की सेवा पूर्ण कर लेने के उपरांत सेवा से पृथक करने की कार्यवाही के पूर्व नोटिस, नोटिस वेतन या छंटनी मुआवजा का भुगतान किया जाना एक विधिक अनिवार्यता प्रतीत होती है। चूकिं विपक्षी द्वारा इस अनिवार्यता का अनुपालन नहीं किया गया है इसलिए प्रार्थी की सेवामुक्ति धारा 25 (एफ) अधिनियम के प्रावधानों की अनुपालना न होने से अवैध प्रमाणित होती है।

10. प्रार्थी ने अपने दावे के अभिकथन में यद्विपि सेवामुक्ति के उपरांत वेरोजगार रहने का तथ्य वर्णित नहीं किया है किन्तु साक्ष्य के दौरान उसने शपथ पत्र में यह कहा है कि सेवामुक्ति के उपरांत वह वेरोजगार है उसे कहीं रोजगार नहीं मिला है। इस कथन का कोई खण्डन विपक्षी द्वारा नहीं किया गया है।

11. विवाद के तथ्यों से यह स्पष्ट है कि प्रार्थी को अस्थाई रूप से बिना किसी स्वीकृत या रिक्त पद के रहते सफाई कार्य के लिए आकस्मिकता के आधार पर नियोजित किया गया था। जब कोई व्यक्ति अस्थाई नियोजन में नियोजन प्राप्त करता है जो कि विहित चयन प्रक्रिया एवं नियमों के अनुरूप नहीं होता, तो ऐसा

व्यक्ति उस पद पर पुनः स्थापित होने या नियमितिकरण का अधिकारी नहीं होता है। इस स्थिति में प्रार्थी को उसके अल्प सेवाकाल (19.12.2015 से 25.05.2017) को दृष्टिगत रख सेवा में पुनः नियोजित करवाया जाना न्यायोचित प्रतीत नहीं होता है। किंतु चूंकि प्रार्थी अवैध सेवामुक्ति के उपरांत वेरोजगार रहा है इसलिये प्रार्थी को विपक्षी से युक्तियुक्त प्रतिकर दिलवाया जाना न्यायोचित है।

12. अतः प्रार्थी द्वारा प्रस्तुत विवाद का न्यायनिर्णयन करते हुये विपक्षीगण द्वारा प्रार्थी की सेवा समाप्ति दिनांक 25.05.2017 अधिनियम की धारा 25 (एफ) प्रावधानों के विपरीत होने से अवैध घोषित की जाती है। किंतु प्रार्थी को विगत वेतन लाभ व पुनः पदस्थापन के स्थान पर एकमुष्ट प्रतिकर के रूप में 150,000/-रु. अक्षरे (एक लाख पचास हजार) विपक्षीगण से दिलवाये जाने का आदेश दिया जाता है। विपक्षीगण 2 माह की अवधि में इस आदेश का अनुपालन करें। अन्यथा आदेश की तिथि से प्रार्थी इस राशि पर 9 प्रतिशत वार्षिक ब्याज दर से ब्याज प्राप्त करने का भी अधिकारी होगा।

13. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 483.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (50/2019) प्रकाशित करती है।

[सं. एल-41011/05/2019- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 483.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.50/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/05/2019- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM -LABOUR COURT, AHMEDABAD

Present: Sunil Kumar Singh-I, Presiding Officer,
CGIT cum Labour Court,
Ahmedabad,
Dated 20th December, 2022.

Reference: (CGITA) No- 50/2019

1. The General Manager,
Western Railway, Churchgate,
Mumbai-400020.
2. The Divisional Railway Manager(Estt.),
Western Railway, Pratapnagar,
Vadodara (Gujarat)-390004.

3. The Sr. Divisional Operation Manager,,
Western Railway, Pratapnagar,
Vadodara (Gujarat)-390004.
4. The Station Manager,
Western Railway,
Baroda.

...First Parties

V/s

The Sr. Zonal Vice President,,
Paschim Railway Karmachari Parishad,
Shastri Pole, Kothi,
Vadodara (Gujarat)-390001.

...Second Party

For the First Party : Shri R.S. Thakur
For the Second Party : Shri R. S. Sisodia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/05/2019-IR(B-I) dated 19.02.2019 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand raised by the union, Paschim Railway Karmachari Parishad, Vadodara, against the management of the Divisional Railway Manager, Western Railway, Vadodara, for having one duty links for Guards duty, is legal and justified? If yes, what relief the workmen (Guards) are entitled to?”

1. Today matter is called out. Shri R. S. Thakur, Ld. Advocate is Present for the First Party and Shri R. S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workmen (Guards) filed withdrawal pursis vide Exhibit-8 and prayed for withdrawal of the reference. Withdrawal is not opposed by First Party. The Second party workmen is permitted to withdraw the reference as prayed for.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 484.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (09/2019) प्रकाशित करती है।

[सं. एल-41011/27/2018- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 484.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.09/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/27/2018- IR(B-I)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM -LABOUR COURT,
AHMEDABAD**

Present: SUNIL KUMAR SINGH-I, Presiding Officer,
CGIT cum Labour Court,
Ahmedabad,
Dated 9th January, 2023.

Reference: (CGITA) No- 09/2019

1. The General Manager,
Western Railway, Churchgate,
Mumbai-400020.
2. The Chief Workshop Manager,
Western Railway, Freelandgunj,
DAHOD(GUJARAT)-389160

....First Parties

V/s

The Sr. Zonal Vice President,
Paschim Railway Karmachari Parishad,
Shastri Pole, Nr. Kothi,
Vadodara(Gujarat)-390001.

.... Second Party

Advocate for the First Party : Shri M. M. Makhija

Advocate for the Second Party : Shri R. S. Sisodia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/27/2018-IR(B-I) dated 24.12.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Western Railway through Chief Workshop Manager, Dahod in not giving proper seniority and promotion in the Grade Pay of Rs. 4200/- w.e.f. 1.11.2013 to Shri Govind Rajan Acharya, MCF is legal, just and proper? If so, to what relief the concerned workman Shri Govind Rajan Acharya, MCF is entitled to?”

3. Today matter is called out. None responds for the First Party. Shri R. S. Sisodia, the President, Paschim Railway Karmachari Parishad, representing the second party workman filed withdrawal pursis vide Exhibit-8 and prayed for the withdrawal of the reference. The Second party workman is permitted to withdraw the reference as prayed for.

4. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 485.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (39/2018) प्रकाशित करती है।

[सं. एल-41011/03/2018- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 485.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 39/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/03/2018- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, AHMEDABAD

Present: SUNIL KUMAR SINGH-I, Presiding Officer,
CGIT cum Labour Court,
Ahmedabad,
Dated 30th August, 2022.

Reference: (CGITA) No- 39/2018

1. The Sr. Divisional Engineer (North),
Western Railway, Asarwa,
Ahmedabad (Gujarat)-382345.
2. The Asstt. Divisional Engineer
Western Railway,
MEHSANA(GUJARAT)-384001
3. The Upper Divisional Railway Manager,
Western Railway, Asarwa,
Ahmedabad(Gujarat)-382345

.... First Parties

V/s

The Jt. Divisional Secretary,
Paschim Railway Karmachari Parishad,
Sanand Railway Station, PO: Nid Road,
Ahmedabad(Gujarat)

....Second Party

For the First Party : Shri Y.K. Gadhia
For the Second Party : Shri R. S. Sisodia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/03/2018-IR(B-I) dated 30.05.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the union that the imposition of the Punishment of withholding of increment for a period of six months without future effect on Shri Vipin Kumar Chhabiwala by the Sr. Divisional Engineer (North), Western Railway, Ahmedabad, is just and legal? If Not, what relief the workman is entitled to and what other directions are necessary in the case.”

1. Today matter is called out. Shri K. V. Gadhia, Ld. Advocate is Present for the First Party and Shri R. S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workman Shri Vipin Kumar Chhabiwala filed withdrawal per se vide Exhibit-7 and prayed for withdrawal of

the reference. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 486.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (87/2018) प्रकाशित करती है।

[सं. एल-41011/23/2017-आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 486.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 87/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/23/2017- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, AHMEDABAD

Present: SUNIL KUMAR SINGH-I, Presiding Officer,
CGIT cum Labour Court,
Ahmedabad,
Dated 29th December, 2022.

Reference: (CGITA) No- 87/2018

1. The General Manager,
Western Railway, Head Quarter, Churchgate,
Mumbai-400020.
2. The Divisional Railway Manager,
Western Railway, Divisional Office,
Asarwa, Near Chamunda Bridge,
Ahmedabad(Gujarat)-380016.
3. The Sr. Divisional Mechanical Engineer,
Diesel Shed, Western Railway, Vatva,
Ahmedabad(Gujarat)-382400.
4. The Chief Medical Officer,

Railway Hospital, Western Railway,
Sabarmati, D- Cabin,
Ahmedabad(Gujarat)-380025.

...First Parties

V/s

The Divisional Secretary,
Paschim Railway Karmachari Parishad,
100/B, Railway Colony, Vatva,
Ahmedabad(Gujarat)-380019.

.... Second Party

For the First Party : Shri Y. K. Gadhiya

For the Second Party : Shri R. S. Sisodia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/23/2017-IR(B-I) dated 27.09.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Divisional Secretary, Paschim Railway Karmachari Parishad, Ahmedabad against the Divisional Railway Manager, Western Railway, Ahmedabad & others seeking to stop the recovery being made from the salary of Shri Magnarma, Welder-Gr.I & disburse the amount deducted from his salary, on account of such recovery, with interest to the workman, is legal, fair and justified? If so, then what relief the workman is entitled to and what other directions are necessary in the matter.”

1. Today matter is called out. Shri Y. K. Gadhiya, Ld. Advocate is Present for the First Party and Shri R. S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workman filed withdrawal pursis vide Exhibit-7 and prayed for withdrawal of the reference. Withdrawal is not opposed by First Party. The Second party workman is permitted to withdraw the reference as prayed for.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 487.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (23/2015) प्रकाशित करती है।

[सं. एल-12012/40/2015- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 487.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/40/2015- IR(B-I)]

SALONI, Dy. Director

ANNEXURE
BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

Present : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 23 of 2015

BETWEEN

Shri Jitendra Kumar
 S/o Shri Ram Das ,
 C/o Shri O.P. Mathur
 117/K-36,Sarvodaya Nagar,
 Kanpur(U.P.)-208005

AND

1. The Branch Manager, State Bank of India
 Birhana Road, Kanpur(U.P.)-208022
2. The Dy. General Manager, State Bank of India
 Zonal Office , Mall Road, Kanpur (U.P.)-208001

AWARD

This award arises on the industrial dispute referred to this Tribunal by notification No. L-12012/40/2015-IR(B-I) dated: 20.04.2015 issued by the Ministry of Labour & Employment ,Govt. of India as stated in the schedule below:-

“Whether the action of the management of State Bank of India, Kanpur in terminating the services of Shri Jitendra Kumar S/o Shri Ram Das workman with effect from 01.08.2012 is just fair and legal? If not, to what relief the workman concerned is entitled to?”

After receipt of the industrial dispute the claimant workman submitted his statement of claim with averments which are summarized as below. The claimant workman claims to have worked from 10/01/2010 upto 01/08/2012 continuously without breaks. He claims to have worked for more than 240 days every year. O.P. employer without compliance the provision of section 25(F) of the Industrial Disputes Act, 1947(here in after stated in short as I.D. act) without paying notice pay and without offering retrenchment compensation effected termination his job. It is stated by the claimant workman that the act of the O.P. employer causing termination of his job was illegal and contrary to law . The claimant workman has prayed for the direction of reinstatement in job with continuity of service with payment of full back wages and other benefits. Written statement was filed by the O.P.s with averments which may be concisely stated as below. The claimant workman was never employed by the O.P. management with effect from 10/01/2010. He was engaged as a canteen boy of the Local Implementation Committee and there was no employer employee relationship between the O.P. and claimant workman. It is further averred by the O.P. management that there was no legal necessity for compliance of the provision under section 25(G) and 25(H) of the ID act. It is stated that Karachi khana branch of State Bank of India has been merged in Birhana Road branch, Kanpur and the originals of the referred papers are untraceable. O.P. management side has pressed for rejection of the claims advanced by the claimant workman. In the rejoinder claimant workman has averred that there was no canteen of the O.P. bank and there was no question for engaging the claimant as canteen boy. For proper adjudication of this industrial dispute the following points are to be answered:-

1. Whether the claimant workman was employed in the establishment of the O.P. Management?
2. Whether there was employer employee relationship between the O.P. S.B.I. Management and the claimant workman?
3. To what other relief the claimant is entitled? For the sake of convenience points no.1 and no.2 are taken together for discussion. It is admitted by the O.P. side Jitendra Kumar was engaged as a canteen boy on daily wage basis. It is also admitted that he was not paid any compensation. The O.P. side has vehemently strived to establish that Jitendra Kumar was engaged by the Local Implementation Committee as canteen boy. It is contended on behalf of the claimant that the documents filed by him have not been contradicted by O.P. management. On perusal of the documents it is seen that Annexure 1 submitted by the claimant speaks that on

01/12/11 he was deputed in connection with clearing of cheque 690418 for Rs. 193789 issued by Rajiv industries. Annexure no.2 is a copy of a paper issued by State Bank of India Karachi Khana branch dated: 29.03.12 in connection with income tax refund of Dharendra Kumar Gupta and Girish Kumar and sons. These two documents even if accepted on face value will not prove that Jitendra Kumar was duly appointed by SBI management though the document may indicate deputation of Jitendra Kumar in connection his engagement on clearing work. The paper Annexure no. 3 which is copy of a paper that shows payment of Rs. 20 as conveyance expenses for journey to BSNL office. The document Annexure 4 cannot be read as a paper establishing engagement of the claimant under the State Bank of India as per rules. The document at Annexure 5 which is a copy of payment cash voucher does not establish any direct employer- employee relationship with the O.P. management though it may indicate that the claimant was paid for assisting in the work of installation of banner on ATM counter. The paper Annexure 6 which is a copy of cash memo shows payment of Rs. 266 towards the cost of some eatables. The paper Annexure no. 7 indicates payment of Rs.6 as cost of purchase of a cell of clock. The paper Annexure no. 8 indicates expenditure of Rs. 30 towards purchase of material for killing mouse. The paper Annexure 9 which is a copy of a paper bearing seal of the State Bank of India dated 16.11.11 speaks that Labour charges of Rs. 600 was paid. The paper Annexure no. 10 bearing seal of the State Bank of India Karachi Khana branch speaks that Rs. 30 was given to one stamp maker "Bablu Mohar" and the Annexure 10 does not establish that Jitendra Kumar was duly recruited by the State Bank of India. On the other hand the copy of the Bankers cheques dated 10.02.2010, 04.04.2011, 02.06.2011, 05.09.2011, 05.09.2011, 03.10.2011 and 07.12.2011 show that the claimant was paid uniformly Rs. 1000 by the Staff Welfare Committee. The cheque dated 03.10.2011 clearly reveals that the claimant was a canteen boy of the SBI Welfare Fund. The authenticity of aforesaid copies of the cheques has not been refuted on behalf of the claimant side. With greater preponderance of probabilities the O.P. management establishes that the claimant was engaged as a canteen boy. On behalf of the claimant case law Devinder Singh appellant v/s Municipal Council pronounced by the Supreme Court of India in Civil Appeal no. 3190 of 2011 has been relied. On going through the aforesaid case law at para 13 it has been observed by the Hon'ble Supreme Court in following words :-

The source of employment, the method of recruitment, the terms and conditions of employment/ contract of service, the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of section 2(s) of the act. The aforesaid observations will not come to the aid of the claimant in establishing that the claimant was the employee of the O.P. management as the staff welfare committee or the local implementation committee cannot be accepted as part of the O.P. management. At para 42 of the case law –State Bank of India and others, Appellants v. State Bank of India Canteen Employees' Union (Bengal Circle) and others, Respondents pronounced by the Hon'ble Supreme Court of India it has been observed in the following language We therefore, hold that employees of the canteens which are run at various branches by the Local Implementation Committee as per the welfare scheme framed by the SBI would not become employees of the Bank as the Bank is not having any statutory or contractual obligation or obligation arising under the Award to run such canteens. Hence, it is not necessary to decide the second question that fresh petition for the same cause was not maintainable in view of the order dated 14-10-1985 passed by this Court in Civil Appeal No. 840 of 1977. In view of the above stated authoritative pronouncement by the Hon'ble Supreme Court of India the canteen set up by Staff Welfare Committee cannot be regarded as a part of the State Bank of India. At one point it is contended on behalf of the claimant workman that one similarly placed person Manish Kumar has been absorbed by the SBI management on permanent vacancy. In this connection it can be stated that papers relating to Manish Kumar have not been placed before this Tribunal. It is well settled in law that even if a person is appointed with violation of rules that violation cannot give advantage in favour of others as the same will perpetuate illegality. The stands of the claimant side that the claimant should be given advantage like Manish Kumar is unsustainable in eye of law. In view of the spirit of the case law Hari Nandan Prasad & Another v/s Employer I/R to Mangmt. of FCI & Another Civil Appeal Nos. 2417-2418 of 2014 (arising out of S.L.P.(Civil) Nos.29634-29635 of 2008) decided on 17 February 2014 by the Hon'ble Supreme Court of India the claimant workman is not entitled for reinstatement. Since he is legally not entitled for reinstatement in regular vacancy no back wages can be allowed in his favour in law. The answers to the above stated points go against the claimant workman. It can be logically concluded that in view of the evidence adduced by the parties before this Tribunal there was no direct employer employee relationship between the SBI management and the claimant. It is clear that the claimant workman was terminated without any prior notice or notice pay or any kind of compensation. The terms of engagement of the claimant workman have not been spelt out by the O.P. side though the Welfare Committee appears to be functioning under

the patronage of the O.P. management. The patronage cannot be equated with direct control of the O.P. management. In view of the nature of dispute and the evidence adduced before this Tribunal the claimant workman is entitled to get some compensation. The claimant workman worked in the canteen of the Local Implementation Committee from 10-01-2010 to 01-08-2012. At this distant point of time the compensation cannot be accurately worked out with mathematical exactitude. Since the claimant workman worked for more than two and the half years in the canteen he is entitled to get compensation of two and half months' salary of one sub staff engaged in the O.P. bank. The aforesaid compensation of two and half months' salary of one sub staff shall be paid out of the funds allocated as Staff Welfare Funds which shall be deposited in the account of the claimant workman 30 days after publication of the award failing which the claimant workman will be entitled to get simple interest at the rate of 8% per annum after 61st day of the publication of the award till the whole amount is cleared.

Parties are left to bear their respective costs.

Date: 24.02.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 488.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (121/2011) प्रकाशित करती है।

[सं. एल-41011/58/2011- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 488.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 121/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen.

[No. L-41011/58/2011- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

Present: Justice ANIL KUMAR, Presiding Officer

I.D. No. 121/2011

Ref. No. L-41011/58/2011-IR (B-I) dated: 22.11.2011

BETWEEN

Mandal Sangthan Mantri
Uttar Railway Karamchari Union
283/63, Kh, Garhi Kanaura (Premwati Nagar)
Post- Manak Nagar, Lucknow – 16.

AND

1. The Sr. Divisional Personnel Officer
Norther Railway, Hazratganj, Lucknow.
2. Senior Divisional Mechanical Engineer
Northern Railway, Varanasi (UP)
3. The Asstt. Divisional Electrical Engineer
Northern Railway, Varanasi (UP)

AWARD

By order No. L-41011/58/2011-IR (B-I) dated: 22.11.2011 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by sub-section 91) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“WHETHER THE ACTION OF THE MANAGEMENT OF NORTHERN RAILWAY, LUCKNOW IN RECOVERING AN AMOUNT OF RS. 2390/- FROM SHRI SAEEDURRAHMAN AS PER THEIR ORDER DTED 26.04.2010/17.06.2009 IS LEGAL AND JUSTIFIED? TO WHAT RELIEF THE WORKMAN IS ENTITLED?”

Accordingly, an industrial dispute No. 121/2011 has been registered on 12.12.2011.

Northern Railway, Lucknow he has been allotted/regularized railway quarter No. LD-14-A, Loco Running Shed Colony, Tedhi Puliya, Alambagh, Lucknow which has already been allotted to his father, Sri Sagheer Husain. Thereafter, by an order dated 05.08.2008 he was transferred from Lucknow to Varanasi (on 30.09.2018) as a surplus labour.

On 17.06.2009 a letter was issued by the respondent inter alia stating therein that as he has been transferred form Lucknow to Varanasi on 30.09.2008 so he may vacate the premises, which was allotted to him as the possession of the same is unauthorizes within 10 days.

In response to letter dated 17.06.2009, he made a representation dated 12.11.2009 inter alia stating therein that as his transfer from Lucknow to Varanasi has been made on ground of surplus labour so he may be allowed to retain the premises for three years as per the prevalent rules and regulations governing in this regard. However, without deciding the same by order dated 26.04.2010 competent authority has passed an order that as claimant has not vacated the premise w.e.f. 03.09.2008 so the retention of the same is an unauthorized occupation by him as a result of which a sum of Rs. 2390/- per month may be deducted from his salary.

On 06.10.2013, the respondent filed a written statement stating therein that while he was working at Lucknow, he was allotted the premises in question; however, after being transferred form Lucknow to Varanasi he become unauthorized occupant w.e.f. 03.09.2008, as such, the disciplinary action is taken against him under Rule 9 of Railway Servants (Discipline & Appeal) Rules, 1968 Standard Form 5, the charge sheet dated 17.06.2010 was issued against the claimant. Thereafter, as per the procedure he was removed from service by order dated 14.08.2012 passed by the Assistant Divisional Mechanical Engineer, Varanasi against which the claimant has filed Original Application No. 339 of 2012 before the Central Administrative Tribunal and the said matter is subjudice.

In addition to the documentary evidence which was led by the parties in support of their case on 15.03.2013 the claimant has been cross-examined by the respondent.

Submissions made on behalf of claimant:

Sri Pervez Alam, authorized representative of the workman argued that the claimant was transferred from Lucknow to Varanasi is on the ground of surplus labour so as per the prevailing rules and regulation, so, he is entitled to retain the premises allotted to him and after receiving the letter dated 17.06.2009 he had made a representation dated 12.11.2009 for retaining of the premise, which has not been vacated as per Rules as such, the order dated 26.04.2010, thereby directing that a sum of Rs. 2390/- per month may be deducted from the salary of the claimant w.e.f. 22.03.2009 is illegal, arbitrary and in violation of the principles of natural justice.

He further submits that so far as the OA No. 339/20012, field by the claimant, before the Central Administrative Tribunal the following prayer has been made by him:

1. *To quash the impugned order dated 14.08.2012 contained as Annexure and A-2 no. A-1 to this OA with all consequential benefits.*
2. *To allow the applicant to continue in service without any interruption and pay him salary.*
3. *Any other relief, which this Hon'ble Tribunal may deem fit, just and proper under the circumstances of the case, may also be passed.*
4. *Cost of the present case."*

Sri Parez Alam also argued that the premises in question has already been vacated on 24.04.2012; and in pursuance to the order dated 26.04.2010 the damage rent w.e.f. 03.09.2008 till the vacation of premise which has already been recovered from his salary, may be refunded to the same; and the present case may kindly be allowed.

On behalf of the respondent it has been argued that initially the applicant who was working at Lucknow so he has been allotted a quarter; however, after being transferred to Varanasi, he has not vacated the quarter, allotted to him w.e.f. 03.09.2008, so, keeping in view the said facts, after issuing of the charge sheet dated 17.06.2010 he was removed from service by order dated 14.08.2012.

Aggrieved by the order of termination the claimant has filed an OA No. 339/2012 before the Central Administrative Tribunal which has been decided vide order dated 01.05.2013, the relevant portion reads as under:

"10. As already said the punishment of removal disproportionate is also specifically when the respondents had already deducted the damage rent for the entire period and have also not paid any HRA. Finally, the quarter in question had also been vacated by the applicant on 24.4.2012.

11. Having regard to the discussions made hereinabove, this O.A. deserves to be and is accordingly allowed. The impugned order dated 14.8.2012 and the charge sheet dated. 17.6.2010 are hereby quashed with all consequential benefits. No order as to costs."

As such, in view of the above said fact the claimant is not entitled for the relief as claimed by him.

Finding & conclusion:

I have heard the learned counsel for the parties and gone through the record.

Undisputed facts of the present case are that by order dated 30.06.1989 the claimant was allotted quarter No. LD-14-A and on 30.09.2008 he was transferred from Lucknow to Varanasi, and his transfer to Varanasi was on the ground of surplus labour, the same was also not in dispute.

After being transferred from Lucknow to Varanasi, as he has not vacated the premise, so, a notice dated 17.06.2009 was given to him inter alia stating therein that if he does not vacate the premises within a period of ten days then damage rent will be charged from him w.e.f. 03.09.2008.

In response to the same workman/claimant has submitted a representation dated 12.11.2009 inter alia stating therein that as his transfer from Lucknow to Varanasi is as surplus employee so as per the railway circular he is entitled for retention of premises and without deciding the said representation the order dated 26.04.2010 has been passed by the competent authority (paper No. W-10/3) by which damage rent @ Rs. 2390/- per month has been awarded.

In view of said background a charge sheet has been issued to the claimant on 17.06.2010 and finally in the matter in question he was removed from service vide order dated 14.08.2012, against which he filed an OA No. 339/2012 before Central Administrative Tribunal, allowed vide order dated 01.05.2013, relevant portion is quoted hereinabove.

Needless to mention herein that from perusal of the judgment passed by the Central Administrative Tribunal, the Tribunal has not discussed or given any finding that whether the action on the part of the railway authority thereby deducting the damage rent from claimant is legal or not.

Further Rule which governs the matter in regard to deducting the damage rent is quoted as under:

"c) Relevant Rules for retention of quarter on permanent transfer:

Extract of Master Circular 49 relating to allotment of quarter and retention and transfer has also been filed upon which the reliance has been placed on behalf of the applicant:

"8.1. Permanent Transfer: (a) . A Railway employee on transfer from one station to another which necessitates change of residence, may be permitted to retain the railway accommodation at the former station of posting for a period of 2 months on payment of normal rent or single flat rate of licence fee/rent. On request by the employees, on educational or sickness account. the period of retention of railway accommodation may be extended for a further period of 6 months on payment of special licence fee, i.e. double the flat rate of licence fee rate, further extension beyond the aforesaid period. may be granted on educational ground only to cover the current academic session on payment of special licence fee.

b) Where the request made for retention of railway quarter is on grounds of sickness of self or a dependent member of the family of the railway employee, he will be required to produce the requisite medical certificate from the authorized Railway Medical Office for the purpose.

c) In the event of transfer during the mid-school/college academic session, the permission to be granted by the competent authority for retention of railway accommodation in terms of item (a), above will be subject to his production of the necessary certificates from the concerned school/ college authority."

As stated above, the applicant was transferred from Lucknow to Varanasi and as per the case of the respondent he was unauthorized occupant of the quarter which was allotted at Lucknow w.e.f. 03.09.2008; and in spite of the notice dated 17.06.2009 he has not vacated the same so by an order dated 26.04.2010 a damage rent w.e.f. 03.09.2008 @ Rs. 2390/- per month till 12.04.2012 has been recovered from his salary.

From the material on record the admitted position which emerges out is that it is not disputed by the respondents that the claimant has been transferred from Lucknow to Varanasi as surplus labour so he can retain the premises as per the circular/rule quoted above.

Moreover, on the ground that he does not vacate the premises in question a charge sheet was issued to him and he was removed from services against which he filed a OA No. 339/2012 before Central Administrative Tribunal, allowed vide order dated 01.05.2013 and as per the material on record the said order has attained the finality because same was not challenged by the railway authority before any higher court.

In the light of above said facts the position which emerges out that the order dated 26.4.2010 passed by the competent authority by which a damage rent @ 2390/- per month has been directed to be recovered from the claimant, and the same was recovered from his salary till 24.12.2012 when he vacated the premises is in violation of principles of natural justice, because as the same has been passed without giving due opportunity of defence to the claimant.

It is well settled that denial of natural justice in a modern society is not acceptable. India has a progressive society and a modern constitution. Natural justice is a parameter of all the modern constitution of the world.

It is difficult to define natural justice. I find that Black J has most aptly described it as " Natural justice understandably meant no more than justice without the adjective" (*Green V Blake*, [1948]IR 242). Justice Krishna Iyer in *Mohinder Singh Gill v The Chief Election Commissioner: (1978) 1 SCC 405* has traced its root in Kautilya's Arthashastra in following terms,

"Indeed, from the legendary days of Adam--and of Kautilya's Arthashastra --the rule of law has had this stamp of natural justice which makes it social justice. We need not go into these deeps for the present except to indicate that the roots of natural justice and its foliage are noble and not new-fangled. Today its application must be sustained by current legislation, case-law or other extant principle, not the hoary chords of legend and history. Our jurisprudence has sanctioned its prevalence even like the Anglo-American system."

"The appellant has obviously been visited with civil consequence but he had been granted no opportunity to show cause against the reduction of his basic pay. He was not even put on notice before his pay was reduced by the department and the order came to be made behind his back without following any procedure known to law. There, has, thus been a flagrant violation of the principles of natural justice and the appellant has been made to suffer huge financial loss without being hears. Fair play in action warrants that no such order which has the effect of an employee suffering civil consequence should be passed without putting the employee concerned to notice and giving him a hearing in the matter. Since, that was not done, the order (memorandum) dated 25.7.1991, which was impugned before the Tribunal could not certainly be sustained and the Central

Administrative Tribunal fell in error in dismissing the petition of the appellant."

Further, in the case of *Union of India vs. Sandur Manganese & Iron Ores Ltd. & Ors. JT 2012 (10) SC 476*, Hon'ble the Supreme Court in paragraph no.3 held as under:

"The principles of natural justice embody the right to every person to represent his interest to the court of justice. Pronouncing a judgment which adversely affects the interest of the party to the proceedings who was not given chance to represent his/its case is unacceptable under the principles of natural justice."

In addition to the above said facts on the same set of facts i.e. non-vacation of premise, he was removed from services vide order dated 14.08.2012; and the Central Administrative Tribunal vide order dated 01.05.2013 has quashed the order of removal dated 14.08.2012 as well as the charge sheet dated 17.06.2010, so, taking in view the above said facts the action on the part of the respondent/management of railways thereby deducting damage rent @ 2390/- from salary of claimant w.e.f. 03.09.2008 till 24.04.2012 when he has vacated the premise is an action which is wholly without jurisdiction and arbitrary in nature, as such, the claimant is entitled for refund of the said amount.

For the foregoing reasons the order dated 26.04.2010 is set aside and the respondents are directed to refund the amount deducted from the salary of the claimant, on the ground he is unauthorized occupant of the premise, for the period 03.09.2008 to 24.04.2012, which has been deducted @ Rs. 2390/- per month along with simple interest of 6% per annum, within a period three months from the receipt of the copy, if the same is not paid then he is entitled for simple interest at the rate of 10% per annum on the said amount, for the period 03.09.2008 to 24.04.2012.

The reference under adjudication is answer accordingly.

Awards as above.

Lucknow

16th December, 2022

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 489.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (08/2002) प्रकाशित करती है।

[सं. एल-41012/19/2022- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 489.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2002) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of North Railway and their workmen.

[No. L-41012/19/2022- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

Present: Justice ANIL KUMAR, Presiding Officer

I.D. No. 08/2022

Ref. No. L-41012/19/2022-IR(B-I) dated 03.03.2022

BETWEEN

Sh. Prem Nath Rai, General Secretary
UP Rajya Committee Centre of Indian Trade Union
10 Vidhan Sabha Marg, Lucknow – 226001

AND

1. M/s Aroon Aviation Services Pvt. Ltd.
A-113, Road No. 2, Mahipalpur Extension, New Delhi – 110073.
2. Divisional Railway Manager
Northern Railway, Hazratganj, Lucknow – 226001.

AWARD

By order No. L-41012/19/2022-IR(B-I) dated 03.03.2022 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the demand of the Centre of Indian Trade Union (CITU) to reinstate all the workers terminated by the management of M/s Aroon Aviation Services Pvt. Ltd., under the management of DRM Northern Railway Lucknow for complete lockdown due to Covid-19 pandemic and foreclose of tender is fair legal & justified? If yes, what relief the concerned workmen is entitled to?”

Accordingly, an industrial dispute No. 08/2022 has been registered on 22.03.2022.

From the perusal of record, the position which emerge out is that the till date the claimant/workmen's union has not filed any statement of claim.

Moreover, as a matter of fact and record, workmen's union or its authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant/workmen's union in order to establish its claim as per the reference dated 03.03.2022.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd.*, *V.K. Raj Industries v. Labour Court and Ors.*, *Airtech Private Limited v. State of U.P. and Ors.* 1984 (49) FLR 38 and *Meritech India Ltd. v. State of U.P. and Ors.* 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workmen's union has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 490.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रगति कृष्णा ग्रामीण बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (11/2017) प्रकाशित करती है।

[सं. एल-12012/88/2016-आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 490.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Pragati Krishna Grameena Bank and their workmen.

[No. L-12012/88/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

“Shram Sadan”,

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 23th January, 2023

Present : Shri. IRFAN QAMAR, Presiding Officer

CR 11/2017

I Party

Shri. K Lokesh,
S/o, Hunumanthappa,
Pudiyamma Temple Road,
Huliyur Main Road,
Hiriyur,
CHITRADURGA - 577 598

II Party

The Chairman,
Pragathi Krishna Grameena Bank,
Head Office, 32, Sangankal Road,
Gandhinagar,
BELLARY – 583 103

Appearance

Advocate for I Party : Self

Advocate for II Party : Mr. BC Prabhakar

AWARD

The Central Government vide Order No. L-12012/88/2016-IR (B-I) dated 08.05.2017 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the Management of Pragati Krishna Grameena Bank is justified in dismissing the workman, Sri K. Lokesh from the services of Bank? If not, what relief the workman is entitled to?”

Called out. Appellant absent. Respondent present. Perusal of Order sheet reveals that Appellant is absent since May 2019. He is not appearing in the case. Notice by Registered Post was sent to Appellant in May 2019 which returned with the endorsement dated 20.05.2019 that “Parties Expired. Hence, returned to sender”. Since then, no LR has appeared for substitution in this case. It appears that the LR are not interested to pursue the claim. Hence, CR No. 11/2017 stands abated for not substituting LR of deceased claimant within limitation period. Consign.

(Dictated to LDC, transcribed by him, corrected and signed by me on 23th January, 2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी बैंक लिमिटेड के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं .1 दिल्ली के पंचाट (239/2022) प्रकाशित करती है।

[सं. एल-12011/28/2022- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 491.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.239/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No -1 Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd. and their workmen.

[No. L-12011/28/2022- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT DELHI - 1

ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding officer

CGIT, Delhi-1

ID No. 239/2022

Sh. Ankit Kumar S/o Sh. Som Singh,
Through All India General Mazdoor Trade Union,
170, Bal Mukand Khand Giri Nagar, Kalkaji,
New Delhi-110019

....Workman

Versus

1. M/s HDFC Bank Limited (Branch Code:004108),
Through its Branch Manager, 40 Community Center,
Zamrudpur, Saket,
New Delhi

2. Head Office: HDFC House,
Ground Floor, Kamla Mills, Senapati Bapat Marg,
Lower Parel,
Mumbai -400013

....Management

None for the claimant

Sh. Yash Ahluwalia, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No-L-12011/28/2022-IR(B-1) dated 27.07.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the demand raised by All India General Mazdoor Trade Union for reinstatement with all consequential benefits vide their letter dated 24.06.2020 on behalf of workman Sh. Ankit Kumar S/o Sh. Som Singh working as a Branch Sales Officer Retail by the management M/s. HDFC Bank Limited terminating the workman on 16.06.2020 is legal and/or justified? If yes, what relief the workman is entitled to and what other directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 22.02.2023

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 492.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्र बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिकविवाद में केन्द्रीय सरकार औद्योगिकअधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (27/2011) प्रकाशित करती है।

[सं. एल-12011/10/2011- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 492.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.27/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen.

[No. L-12011/10/2011- IR(B-II)]

SALONI, Dy. Director

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD

Present: - Sri IRFAN QAMAR, Presiding Officer

Dated the 26th day of December, 2022

INDUSTRIAL DISPUTE No. 27/2011

Between:

The General Secretary,
 Andhra Bank Award Employees Union,
 506, Taramandal Complex,
 Saifabad, Hyderabad.

.... Petitioner

AND

The Dy. Manager,
 Andhra bank, Zonal Office,
 Karimnagar.

..... Respondent

Appearances:

For the Petitioner : M/s. R. Yogender Singh, Advocates

For the Respondent: M/s. S. Vikramaditya Babu, S. Mujib Kumar & K. Narasimhulu, Advocates

AWARD

The Government of India, Ministry of Labour by its order No.L-12011/ 10/2011-IR(B.II) dated 13.6.2011 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Bank and their workman. The reference is,

SCHEDULE

“Whether the action of the Chief Manager, Human Resource Department (IR), Zonal Office, Karimnagar in awarding the punishment of compulsory retirement to Sri Y. Narasinga Rao (Code No.20457), Ex-sub-Staff, Sircilla Branch is legal and justified? What relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 27/2011 and notices were issued to the parties concerned and the Petitioner entered appearance. Petitioner filed claim statement and Respondent filed counter statement.

2. Both parties are absent on the date of hearing. Docket reveals that the case is fixed for Petitioner's evidence since 19.12.2016 and number of opportunities were provided to petitioner for adducing the evidence. The case was fixed for petitioner's evidence on 14.3.2017, 17.4.2017, 11.9.2017, 13.10.2017, 27.12.2017, 12.3.2018, 11.6.2018, 23.11.2018, 26.12.2018, 21.3.2019, 21.5.2019, 23.8.2019, 11.12.2019, 7.2.2020 and so on. Petitioner did not appear in the case nor adduced any evidence, although sufficient number of opportunities have been provided to him.

3. It thus becomes crystal clear that the petitioner seems to be not interested in pursuing his case and as such a no claim award is given against the workman/petitioner. As such, a 'No Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 26th day of December, 2022.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
 Petitioner

Witnesses examined for the
 Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 493.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं - 2 मुंबई के पंचाट (45/2019) प्रकाशित करती है।

[सं. एल - 12011/25/2019- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 493.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.45/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No -2 Mumbai as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust and their workmen.

[No. L-12011/25/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****Present:** Laxmi Narain Jindal, Presiding Officer**REFERENCE NO.CGIT-2/45 of 2019****EMPLOYERS IN RELATION TO THE MANAGEMENT OF****MUMBAI PORT TRUST**

The Chief Engineer & HOD (Estate),
Mumbai Port Trust,
Port Bhawan, Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai - 400001.

AND**THEIR WORKMEN.**

The General Secretary,
Mumbai Port Trust Mazdoor Sangh,
Parvati Building,
7, Pitha Street, Off Sir P.M. Road,
Mumbai – 400 001.

APPEARANCES:**FOR THE EMPLOYER**

:

Mr. Umesh Nabar, Advocate
with Mr. Kishor L. Susvirkar
Administrative Officer.

FOR THE WORKMAN : Sh. Digambar .R. Choughule
Workman with
Shri Sanjay T. Katkar.
Advocate

Mumbai, dated the 22 November, 2022.

AWARD

1. This reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-12011/25/2019 – IR (B-II) dated 23.08.2019. The terms of reference given in the schedule are as follows :

“Whether the action of management of Mumbai Port Trust in not giving promotion to Sh. D.R. Choughule, Jr. Asstt. in Estate Division of MbPT to the post of Inspector is fair, legal & justified? If not, what relief the workman is entitled to ? ”

2. After the receipt of the reference, both the parties were served with the notices and they have appeared.

3. Today, the workman and the learned counsel for the union have made the following statement.

“It is stated that I withdraw the present reference of my own will. I have also filed an application for withdrawal of the reference. Hence the reference may be answered as withdrawn”.

4. The workman has also filed a formal application Ex.9 to withdraw the present reference.

5. In view of the above, it is ordered that the present reference is answered as withdrawn.

Date: November 22, 2022

LAXMI NARAIN JINDAL, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 494.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, 1 मुंबई के पंचाट (15/2015) प्रकाशित करती है।

[सं. एल-31011/01/2015- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 494.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No -1 Mumbai as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust and their workmen.

[No. L-31011/01/2015- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present: Smt. PRANITA MOHANTY, Presiding Officer

REFERENCE NO.CGIT-1/15 OF 2015

Parties: Employers in relation to the management of
Mumbai Port Trust

And

Their workmen (Bombay Transport and Dock Workers Union)

Appearances:

For the first party no.1 Management :	Mr. Umesh Nabar, Adv.
For the second party workman :	None present.
State :	Maharashtra
	Mumbai, dated the 06th day of September, 2022

AWARD

1. The present reference has been made by the Central Government by its order dated 24/28/8/2015 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the demand of the Bombay Transport & Dock Workers’ Union, Bombay in denying the work of “carrying any cargo from any vehicle and or place them in any vehicle” by the Winch Drivers in addition to the duties enlisted in the manual of Mumbai Port Trust is just & legal? If so, what relief the workmen concerned are entitled to?”

2. By the order dated 21.9.2015, notices were directed to be issued to the parties. Accordingly, notices were issued to the parties by Registered Post AD a

3. Notices issued to the first party / Management as well as the second party / Union were duly served on the respective parties. Acknowledgement cards were received back.

4. On 11.01.2016, Mr. Umesh Nabar, Advocate filed his vakalatnama on behalf of the first party management and Mr.P.K.Sharma stating himself to be Vice-President of the second party Union was present and prayed for time to file statement of claim.

5. Perusal of the record reveals that Mr.P.K.Sharma, Vice-President of the second party Union appeared only twice before this Tribunal and prayed for time to file statement of claim. But No statement of claim has been filed by the Union till date.

6. The case is taken up today. Mr. Umesh Nabar, Adv is present on behalf of the first party management but none is present on behalf of the second party workman to file statement of claim.*+

7. No Statement of Claim has been filed on behalf of the second party / Union.

8. From the above narration of facts, it is evident that despite repeated dates having been fixed, none has appeared on behalf of the second party/Union. No Statement of Claim has been filed on behalf of the second party / Union. There is thus, no pleading or evidence filed on behalf of the second party / Union in support of its claim as contained in the Reference made to this Tribunal. No relief, therefore, can be granted to the second party / Union.

9. Reference is consequently answered by stating that no relief can be granted to the second party / Union.

10. Award is passed accordingly.

Smt. PRANITA MOHANTTY, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 495.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (23/2019) प्रकाशित करती है।

[सं. एल- 39025/01/2023- आई आर (बी-II)-11]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 495.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2023- IR(B-II)-11]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT
CHENNAI**

Present : DIPTI MOHAPATRA, LL.M., Presiding Officer

I.D. No. 23/2019

27.01.2023

Sri S. Valayapathi
No. 1, Reddiar Street
Kariamamickam

Puducherry-605106

: 1st Party/Petitioner

AND

The Zonal Manager
Indian Bank, Zonal Office
No. 66/4-A, East Coast Road
Packamudayanpet

Puducherry-605008

: 2nd Party/Management

Appearance:

For the 1st Party/Petitioner : Advocates, M/s KM Ramesh
For the 2nd Party/Management : Advocates, T.S. Gopalan & Co.

AWARD

This is an Application under 2A(2) of the Industrial Dispute Act. The applicant challenges the order of Respondent dismissing him from job, The applicant sought for his reinstatement with continuity of service, full back wage and all other attendant benefits.

2. On receipt of the Application, the dispute is registered in ID No. 23/2019 and due notices were issued to both the parties for their appearance on 07.05.2019 and 24.06.2019. The Petitioner files Claim Statement and documents. The case is accordingly listed to 30.07.2019 for filing of Counter Statement by the Respondent. The Respondent did not file the Counter Statement resulting adjournment to some more dates. On 12.01.2021 Counter Statement was filed by the Respondent. The Petitioner was directed to file Affidavit-Evidence, if any, listing the case to 04.03.2020. The affidavit evidence was filed by the Applicant on that date. Accordingly the case was fixed to 16.04.2020 examination of the witness. Since then the case is listed for the same purpose on several dates intervening 7 adjournments till 31.01.2021. However, due to the outbreak of Pandemic COVID-19, this Tribunal took lenient view and afforded some more adjournments i.e. to 28.03.2022, 02.06.2022, 30.08.2022 and 17.10.2022 for the same purpose. The Counsel at last appeared and filed a time petition. It was allowed and the case was again listed for examination of the witness in Chief and Cross examination fixing the date to 01.12.2022. On that day, none on behalf of the Petitioner was present on repeated calls. No Petition for adjournment was either filed by the Authorized Representative / Counsel on behalf of the Petitioner. On going through the Order Sheets as discussed above it is crystal clear that despite of sufficient opportunities though made in favour of the Petitioner no progress in the proceeding was noticed for a substantial period almost approaching 4 years. Since the Petitioner (Witness) withheld to come to Dock to prove his case and avoided his Chief and Cross Examination, necessarily deems the Petitioner has got no interest to proceed with the case. At the outset, the Learned Counsel for the Respondent humbly submitted to dispose of the case for utter default on the part of the Petitioner. Taking into account of the fact of negligence attributed by the Petitioner in dragging the case for such a long time, it is felt the submission of the Learned Counsel for the

Respondent has got sufficient force for consideration. Accordingly, the case was reserved for Final Order as liable for dismissal for default. This fact was very much reflected on the official website of this Tribunal even then till the date no petition is filed by the Petitioner to re-open the case for onward proceeding. The very conduct of the Petitioner Union categorically reflects that it has no interest to proceed with the case. It is held that there exists no dispute for adjudication in consonance to the reference.

In the result, the case stands dismissed for default.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 496.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक कार्ड और भुगतान सेवा प्रा. लिमिटेड प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 दिल्ली के पंचाट संदर्भ स. (127/2020) को प्रकाशित करती है ।

[सं. एल-12011/11/2020- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 496.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 127/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.2, Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India Card & Payment Service Pvt. Ltd and their workmen.

[No. L-12011/11/2020- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,

INDUSTRIAL DISPUTE CASE NO. 127/2020

Date of Passing Award- 10th Feb.,2023

Between:

Sh. Manoj, s/o Sh Birpal,
Hindustan Engineering & General Mazdoor Union,
Branch Office, A-193,
Karampura, New Delhi, 110015

.....Claimant.

Versus

- 1- State Bank of India Card & Payment Services Pvt. Ltd.,
Plot No 6, Subash Nagar, New Delhi-110027
- 2- Caliber Human Capital Services, Pvt Ltd, Plot No.
126, Lower Ground Floor, sec 44, Gurugon- Haryana-
122003.

.....Managements.

Appearances:-

Sh Kailash Kumar, AR for the Workman.
None for the Management.

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of State Bank of India Card & Payment Services Pvt. Ltd and Caliber Human Capital Services Pvt. Ltd, and the claimant herein, under clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Dispute Act 1947 vide letter No. L- 12011/11/2020-IR(B-I) dated 16.06.2020 to this tribunal for adjudication to the following effect.

“Whether the claim of Hindustan Engineering and General Mazdoor Union that the service of Shri Manoj S/O Sh Bir Pal has been terminated by the management of SBI Cards payment services Private Ltd. and M/S Caliber Human Services Pvt. Ltd. is correct? If so, what relief the workman is entitled to?”

Being noticed, the claimant appeared and filed the claim statement. As stated in the claim petition, he was appointed as a Sales Executive of Management No. 1 through Management No 2 on 30/07/2015, on a monthly salary of Rs 16,858/- and working with the Management No. 1 continuously till the date of Termination of his service. He was the employee of Management No. 1 and the introduction of Management No. 2 as the contractor was illegal and designed to deprive the claimant of his lawful rights. Neither the Management no. 1 is registered under the Contract Labour Abolition & Abolition Act nor the Management No. 2 is having license to engage contract Labour. The claimant was working against a permanent post and discharging perennial nature of work. But the managements on 31/07/2018, suddenly terminated the service of the claimant in gross violation of the provisions of the ID Act. The letter of termination dated 26/07/2018, sent through speed post was received by the claimant on 31/08/2018. At the time of such termination no notice, notice pay or termination compensation was paid. In the said letter of termination a false claim about an outstanding amount of Rs 3,11,225/-, payable by the claimant was raised with the sole intention of deterring the claimant from taking any legal action against the illegal termination. The management, on the contrary, did not release the duty pay of the claimant for the period July 2018. It has also been stated that the claimant was never entrusted with the work of handling cash or maintain account of the Managements. His job was limited to filling up the forms of the customers and collection of documents which were being verified by his seniors for further action. The claimant had raised a dispute before the conciliation officer cum labour commissioner. No fruitful result could be achieved during conciliation for the non co operation of the managements. The claimant there after , sent a demand notice to the managements for payment of his earned wage, leave salary, Bonus etc., but the Managements did not respond to the same. For the failure in conciliation, the appropriate Govt. referred the matter to this Tribunal for adjudication, in terms of the reference. Though noticed the managements did not appear and by order dated 29th March 2022, both the managements were proceeded ex parte. The claimant testified as WW1 and filed some documents which have been marked as WW1/1 to WW1/6. These documents are the demand notice sent by the claimant, the claim filed before the ALC cum conciliation officer, the reply filed by the management, the rejoinder filed by the claimant and the termination letter issued by the management. The oral and documentary evidence filed by the management stands un-rebutted and un-controverted. In his affidavit the claimant has stated that he was employed directly by the Management no. 1 i.e SBI Card payment Pvt. Ltd. and the management no. 2 has been shown as an intermediary agency and contractor for supply of man power for name sake only as neither mgt no one is registered nor the mgt. no. 2 is having License to engage contract labour. The allegation relating to mis-management of cash is a false allegation and never proved. The reply filed by the Management no1 before the conciliation officer and marked as WW1/3 shows that the service of the claimant was terminated on some allegation of mismanagement of account. It is not known what is the conclusion arrived on that investigation by police. It is also not evident if any investigation was ever held on the said allegation. The document filed by the claimant as WW1/5 is the termination letter of the claimant issued by M-2. The said letter has no reference about compliance of the provisions of sec 25F and 25G of the ID Act which is mandatorily to be complied by the employer before termination of service of the employee. Thus , the oral and documentary evidence placed on record leads to a conclusion that the service of the claimant was illegally terminated by the employer i.e Management No 2. Except the oral evidence of the claimant , there is absolutely no material on record to held that the claimant was working under the supervision and control of Management No 1. On the contrary, the document placed on record as WW1/1 is the representation made by the claimant to the Management no. 2 i.e the agency requesting to withdraw the order of termination. Thus it is concluded that the claimant is entitled to the relief for the illegal termination from the Management No 2 only. Now it is to be seen , what relief the claimant is entitled too. In his statement, he has stated that since the date of termination he is unemployed. No evidence contrary to the same is available. From the termination letter it is evident that the service was terminated on some allegation of tampering of documents, leading to financial loss to the management. Thus, it is a case of loss of confidence where, the circumstance do not justify an order of reinstatement. For non compliance of the provisions of sec 25F of the ID Act, the Management no. 2 shall pay one month pay and 15 days pay for each completed year of service considering the last pay of the claimant i.e Rs 16,858/- as described by him. In addition to that the claimant shall be paid Rs 50,000/- as litigation expenses by the employer Management No 2, for unnecessarily pushing the claimant to a litigation. Hence ordered.

ORDER

The claim be and the same is allowed. The Management No 2 is directed to pay one month last drawn pay to the claimant along with equivalent of 15 days pay per month for each completed year of service in terms of the provisions of sec 25F of the ID Act. In addition to the same the respondent No 2 shall also pay Rs. 50000/- to the claimant towards litigation expenses. The said management shall pay the amount as directed within two months from the date of publication of the order, failing which the amount shall carry interest @9% per annum from the date of this order till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 497.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 56/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल - 22013/01/2023- आई आर (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 497.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023- IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW**

Present: JUSTICE ANIL KUMAR, Presiding Officer

I.D. No. 56/2020

Ref. No. D-841/AB/2020/33/IRDDN dated 09.09.2020

BETWEEN

1. Shri Shabiddin, S/o Shri Shafiuddin ,
Mohalla-Tarai, PO & PS -Shamsbad, Tehsil -Kayamganj
Disst. -Farrukhabad (UP)
2. Sh. Rajender Saxena (Representative) M/s Keshav Singh and Ors. T.P.No. 315, Katia Tolla,
Shahajanpur (UP).

And

1. The General Manager (Principal Employer) Food Corporation of India, Regional office, T.C.3, V-Vibhuti Khand, Gomti Nagar, Lucknow(UP).
2. The Regional Manager (Appointing Authority), Food Corporation of India (FCI), Distt. Office, Shahjahanpur (UP).

AWARD

By order No. D-841/AB/2020/35/IRDDN dated 09.09.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the termination of the service of Shri Dharampal, S/o Shri Ramdas , who was engaged in Roja Depot of FCI, Shahajanpur, (UP) by M/s Keshav Singh, Contractor of FCI, the period 03.08.2008 to 23.04.2010 is proper and justified.

If not, to what relief, the workman is entitled to?”

Accordingly, an industrial dispute No. 56/2020 has been registered on 19.10.2020.

Shri Shashwat Chaudhary, learned counsel/representative appearing on behalf of the Food Corporation of India submits that from the perusal of record, the admitted position which emerges, till date statement of claim has not been filed by claimant in spite of repeated opportunity given to him, the present reference may be dismissed.

Findings & Conclusion:

Thus, after hearing the learned counsel for respondent and taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 09.09.2020, in spite of repeated opportunities given to him.

So in view of the said facts, as well as the law laid by the Hon’ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees’ Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon’ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd.*, *V.K. Raj Industries v. Labour Court and Ors.*, *Airtech Private Limited v. State of U.P. and Ors.* 1984 (49) FLR 38 and *Meritech India Ltd. v. State of U.P. and Ors.* 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon’ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 58/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल - 22013/01/2023- आई आर (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 498.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023.

[No. L-22013/01/2023 - IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

Present : Justice ANIL KUMAR Presiding Officer

I.D. No. 58/2020

Ref. No. D-843/AB/2020/35/IRDDN dated 09.09.2020

BETWEEN

1. Shri Dharampal, S/o Shri Ramdas
Village – Hasratpur, Post – Magdapur, Tehsil & PS – Mohammadi
Distt. –Lakhimpur-Kheri (UP)
2. Sh. Rajender Saxena (Representative) M/s Keshav Singh and Ors. T.P.No. 315, Katia Tolla,
Shahajanpur (UP).

AND

1. The General Manager (Principal Employer) Food Corporation of India,
Regional office, T.C.3, V-Vibhuti Khand, Gomti Nagar, Lucknow(UP).
2. The Regional Manager (Appointing Authority),
Food Corporation of India (FCI), Distt. Office, Shahjahanpur (UP).

AWARD

By order No. D-843/AB/2020/35/IRDDN dated 09.09.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the termination of the service of Shri Dharampal, S/o Shri Ramdas , who was engaged in Roja Depot of FCI, Shahajanpur, (UP) by M/s Keshav Singh, Contractor of

FCI, the period 03.08.2008 to 23.04.2010 is proper and justified.

If not, to what relief, the workman is entitled to?"

Accordingly, an industrial dispute No. 58/2020 has been registered on 19.10.2020.

Shri Shashwat Chaudhary, learned counsel/representative appearing on behalf of the Food Corporation of India submits that from the perusal of record, the admitted position which emerges, till date statement of claim has not been filed by claimant in spite of repeated opportunity given to him, the present reference may be dismissed.

Findings & Conclusion:

Thus, after hearing the learned counsel for respondent and taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 09.09.2020, in spite of repeated opportunities given to him.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 31/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल - 22013/01/2023- आई आर (सी.एम.-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 499.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023- IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW****Present :** Justice ANIL KUMAR Presiding Officer

I.D. No. 31/2020

Ref. No. D-824/AB/2020/16/IRDDN dated 09.09.2020

BETWEEN

1. Shri Sudhir S/o Shri Ram Nath
Village – Sikanderpur, Post – Shamsabad, Tehsil – Kayamganj
Distt. – Farukhabad (UP)
2. Sh. Rajender Saxena (Representative) M/s Keshav Singh and Ors.
T.P.No. 315, Katia Tolla, Shahajanpur (UP).

AND

1. The General Manager (Principal Employer) Food Corporation of India,
Regional office, T.C.3, V-Vibhuti Khand, Gomti Nagar, Lucknow(UP).
2. The Regional Manager (Appointing Authority),
Food Corporation of India (FCI), Distt. Office, Shahjahanpur (UP).

AWARD

By order No. D-824/AB/2020/16/IRDDN dated 09.09.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the termination of the service of Shri Shri Sudhir S/o Shri Ram Nath, who was engaged in Roja Depot of FCI, Shahajanpur, (UP) by M/s Keshav Singh, Contractor of FCI, the period 08.07.2008 to 23.04.2010 is proper and justified.

If not, to what relief, the workman is entitled to?”

Accordingly, an industrial dispute No. 31/2020 has been registered on 22.10.2020.

From the perusal of record, the position which emerge out is that the till date the claimant/workman

has not filed any statement of claim.

Moreover, as a matter of fact and record, workman, Sudhir or his authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date, so the present reference may be dismissed.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 09.09.2020.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 500.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, 2 दिल्ली के पंचाट (11/2015) प्रकाशित करती है।

[सं. एल-12012/62/2014- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 500.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 11/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No -2 Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/62/2014- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 11/2015

Date of Passing Award- 09th January, 2023.

Between:

Shri Balram,
S/o Shri Lt. Shri Shankar,
R/o-109, New Basti, Chander Road,
Dalanwala,
Dehradun, U. K.

.... Workman

Versus

The Branch Manager,
State Bank of India,
Vasant Vihar Branch,
Dist., Dehradun U.K.

....Management

Appearances:-

Shri Prabhat Kumar Rai,
(Advocate)

For the Workman

Ms. Kittu Bajaj,
(Advocate)

For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of State Bank of India, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L- 12012/62/2014 (IR(B-I) dated 31.12.2014 to this tribunal for adjudication to the following effect.

“Whether the management of SBI is wrong in denying the continuation of Shri Balram’s service and done against the provisions of law? If so, what remedies lies with the workman and what specific steps should be taken by the SBI management to reinstate him with specific benefits?”

As stated in the claim petition the claimant was working as a temporary sweeper in the Branch of the Bank Basant Vihar Dehradun from 01.01.1999 to 04.06.2014 on a daily wage of Rs. 135/-. During this period of service he was diligent towards his work and had never given a scope of complaint to his authorities. Being satisfied with his service the then branch manager by his letter dated 16.03.2011 had recommended his candidature to the Zonal Office for appointment as a permanent employee of the bank. Besides being the sweeper the claimant was discharging the function of the Peon. But the bank was not allowing him to put

signature on any attendance register. On 04.06.2014 without assigning any reason the management suddenly terminated his service ignoring the fact that he had worked in the Bank for about 15 years continuously. His request to assign the reason for termination of service was turned down. Having no other remedy the claimant had served a demand notice on the Bank on 11.06.2014 which was not replied. He then approached this tribunal directly invoking the provisions of section 2A praying that the management may be directed to reinstate him in service as a permanent employee alongwith back wages. The Bank management was noticed to file written statement. In the written statement filed the Bank has stated that it is a public sector bank having its own rule for recruitment and appointment of staff against regular vacancy as and when occur. The claimant was engaged as a daily wageer and he accepted the same without any objection. He had never worked continuously for more than 240 days in a calendar year as claimed by him. Thus, no cause of action had ever accrued in his favour for regular appointment. Thus, the management has disowned the claim advanced by the claimant. The claimant filed rejoinder denying the stand taken by the management.

On these rivals pleading the following issues are framed for adjudication.

ISSUES

1. Whether the management SBI is wrong in denying the continuation of the service of Shri Balram the claimant. if so its effect?
2. What relief the claimant is entitled to and from which date.

While the matter stood thus the claimant filed an application u/s 11(3) asking the management to produce some documents as referred to by the management in the WS, but the management despite direction did not produce the documents and liberty was granted to the claimant by order dated 23.07.2019 to adduce secondary evidence.

The claimant testified himself as WW1 and produced a number of documents marked in a series of WW1/1 to WW1/13. These documents include the statement bearing the seal of the bank marked as exhibit WW1/3. This is a description of the daily wage employee engaged for the bank alongwith the period of engagement and the wage paid. As per this document WW1/3 the claimant Balram was engaged as a safaikaramchari on daily wage basis w.e.f 01.04.1999. Exhibit WW1/4 is the paper cutting of an advertisement published on behalf of SBI advertising the posts for the safaikaramcharis on daily wage basis. According to this document 6 such posts were advertised for the Dehradun region. The claimant has pleaded that pursuant to this advertisement dated 31.03.2003 the bank had taken steps for filling of more vacancies of temporary sweepers. Exhibit WW1/5 is a correspondence made by the Branch Manager of Basant vihar Branch to the regional manager recommending that the persons including the claimant working as temporary sweepers are the protected employee since working for a long period and their candidature be considered for regularization. Similarly WW1/6, WW1/7, WW1/8, WW1/9 are the documents relating to regularization of the service of part time sweepers working in the bank. In addition to these documents the claimant has stated that he had worked for the bank continuously for 15 years and this fact has been admitted by the management in the WS filed. Though bank is in possession of material documents to prove this aspect of the claim, intentionally the documents were withheld. Whatever secondary evidence were in possession the same has been produced by the workman. Argument was advanced to say that the nature of the work discharged by the claimant was perennial and there are still vacancies in the Bank. Hence, an award be passed for his reinstatement.

The management after filing WS abandoned the proceeding and did not adduce any evidence. On the other hand the claimant has filed photocopies of the several cheques and other details showing payment made to him by the Bank management. The oral and documentary evidence adduced by the claimant has remained unchallenged and uncontroverted. Thus, from this evidence the only conclusion is that the claimant had worked in the Bank for 15 years continuously as a daily wageer and his service was not regularized nor any record was produced by the bank which amounts to unfair labour practice. For the unchallenged evidence adduced by the claimant to prove that the bank is still having a vacancy for the post of sweeper it is hereby directed that the bank shall reinstate the claimant into service forthwith as a part time sweeper on the daily wage as notified by the appropriate government from time to time. For the illegal termination of service as no notice, notice pay, or termination compensation was paid to the claimant the bank is directed to pay a lumpsum amount of Rs. 200,000/- to the claimant as compensation. Hence, ordered.

ORDER

The claim petition be and the same is allowed on contest. The management Bank is directed to reinstate the claimant as a part time sweeper of the Bank and pay daily wage as per the government notification and pay Rs. 200,000/- as compensation. The bank is further directed to implement this award within one month from the date of notification of the award failing which the compensation amount shall carry interest @ 9% per

annum from the date of this order and till the final payment is made. Similarly if the bank would fail to reinstate the claimant as a part time daily wage sweeper within one month as directed above, it shall be liable to pay the wage at the permissible rate to the claimant from the date of publication of the award and till the reinstatement is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 501.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, I - दिल्ली के पंचाट (44/2020) प्रकाशित करती है।

[सं. एल-12011/07/2020-आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 501.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 44/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court I - Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/07/2020- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE JUSTICE VIKAS KUNVAR SRIVASTAVA(RETD.) PRESIDING OFFICER,
GOVERNMENT OF INDIA MINISTRY OF LABOUR & EMPLOYMENT, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT-I, NEW DELHI**

ID.No. 44/2020

Sh. Man Mahan Sood, Regional Secretary,
State Bank of India Staff Association,
Region-IV, Saharanpur Address: H. NO. 1B/4181,
Street No. 48, Near Sharda Nagar Chowk,
Shaharanpur(UP)-247001

....Workman

Versus

1. The Regional Manager,
State Bank of India, Region-4,
Saharanpur, Opp. Thana Sadar,
Shaharanpur (UP)- 247001

....Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.12011/07/2020-IR.(B-I) of dated 04.03.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the management of State Bank of India is justified in denying the benefit as contained in the DOPt OM No. 3/19/2019 Estt.(Pay II) dated 05.04.2010 to the claimant workmen Shri Ravish Kumar & Shri Ravinder Kumar, retired from armed forced and

reemployed with bank? And whether the bank circular CHO:IR:SPL:2380 dated 08.11.2013 has been rightly applied in the case for pay-fixation of these workmen? If so, is the bank management free to recover the excess amount paid to the workmen as it deem fit?"

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice Sh. VIKAS KUNAVAR SHRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 502.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, 2 दिल्ली के पंचाट (04/2015) प्रकाशित करती है।

[सं. एल-12025/01/2023- आई आर (बी-I)-10]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No -2 Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023- IR(B-I)-10]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

MISC No. 04/2015**Date of Passing Award- 10th January, 2023.****BETWEEN:**

Shri Manmohan Sharma
Through (Legal Heirs)
Shri Vivek Mohan & Ms. Vasudha Mohan
R/o:- House No.54, Ground Floor,
National Park Lajpat Nagar,
New Delhi-110024.

....Workman

Versus

Dy. General Manager,
State Bank of India,
52, Rajpur Road, Dehradun-248001

....Management

Appearances:-

None for the claimant,
(Advocate)

For the Workman

Ms. Kittu Bajaj,
(Advocate)

For the Management

AWARD

This is an application filed by the claimant Manmohan Sharma (since dead and substituted by the LRs Vivek Mohan and Vasudha Mohan) invoking the provisions of section 33C(2) of the Id Act claiming entitlement of his pension from the date of his superannuation.

Being noticed the management SBI appeared and filed written statement.

The facts leading to the present application in short is that the claimant was appointed as a Godown Keeper of the Bank on 10.08.1970 at Dehradun Branch. He was transferred to Meerut in 1975 and again got transferred to Dehradun Main Branch in the year 1978 as a clerk. The claimant was involved in the Union activities of the employees and often participating and organizing strikes challenging the illegal action of the Bank management. This had caused dissatisfaction against him in the management and the later in a vindictive action passed an order voluntarily retiring him w.e.f 03.11.1990 on account of his absence from duty without leave. The claimant challenged the said arbitrary action before the CGIT by filing Id No. 106/1992 and the tribunal passed an award dated 08.07.2004 holding the action of the management illegal and directing to reinstate the claimant with full back wages within one month from the date of publication of the award. The management Bank filed writ petition no. 15774 of 2004 before the Hon'ble High Court and the single bench of the Hon'ble High Court reversed the award of the CGIT by order dated 13.12.2000. Being aggrieved the claimant filed LPA No. 77 of 2008 and the Division Bench of the Hon'ble High Court by order dated 29.03.2012 passed the order setting aside the judgment passed by the single judge and directed the management to pay Rs. 17.5 Lakh to the claimant as a lumpsum in view of the compromise effected between the parties and since the age of superannuation already attained by the claimant w.e.f 03.11.1990. In the said order the Hon'ble Division Bench kept the issue relating to the pension of the claimant open and further directed that the claimants shall file a representation to the bank management and the later shall dispose the same by a speaking order. Though, the bank management paid 17.05 Lakh, rejected the representation with regard to the pension. The representation against the order passed by the Regional Manager in this regard was also rejected by the Deputy General Manager in his order dated 05.12.2013. Thus, the claimant has filed this petition stating that he had served the Bank management from 10.08.1970 till the date of his superannuation i.e 22.10.2011. The order of the CGIT directing his reinstatement into service was upheld by the Hon'ble High Court in LPA No. 77 of 2008 by the order dated 29.03.2012. Since, he had attained the superannuation before this order dated 29.03.2012 the Hon'ble High Court instead of directing reinstatement directed for payment of Rs. 17.05Lakh as a lumpsum towards his back wages. If 22.10.2011 would be treated as the last day of his service he is entitled to pension as per the bipartite agreement and Shashtri Award. The claimant has also stated that a correspondence was issued by the SBI Mohabewala Branch Dehradun regarding payment of gratuity to him which establishes

that he had completed 20 years of service on 03.11.1990 making him entitled to gratuity.

In reply the management stated that the claimant had joined the service of the bank on 10.08.1970 and retired on 03.11.1990 on account of unauthorized absence from duty. The Division Bench of the High Court of Delhi had disposed of LPA No. 77 of 2008 in terms of the compromise arrived between the claimant and the respondent bank and directed the bank to pay a lumpsum amount of 17.05 lakh in lieu of all his claims except his entitlement for pension. As directed the claimant had made a representation for pension. But he was not found eligible for pension under the SBI Pension Fund Rule and accordingly the same was rejected. Hence, his claim as advanced before this tribunal is baseless and liable to be rejected. It has further been stated that as per the powers conferred under section 50(2)(O) of SBI Act 1955 the State Bank of India has established a pension fund having the name **SBI Employees Pension Fund Rules** and as per rule 7 the employee will become a member of the said fund on the date of confirmation of his service in the Bank. The claimant was confirmed in the service of the Bank on 10.02.1971. Rule 8 provides that no employee shall be eligible to be a member of the fund if he is below 21 years of age. The claimant though confirmed in the service on 10.02.1971 became a member of the fund on 22.10.1972 after attaining the age of 21 years. A persons eligibility is calculated from the date of admission to the pension fund and upto the date of his retirement. Thus, the claimant fell short of the eligibility since, on the date of his retirement on 03.11.1990 his pensionable service was less than 20 years. Thus, the claimants claim is untenable. By filing a copy of the said pension rule the management has stated that the Hon'ble Division Bench of the High Court while disposing LPA No. 77 of 2008 nowhere observed that the claimants shall be deemed to be in service till the date of his superannuation. The said order was passed in terms of the compromise arrived between the parties for the financial entitlements. There was no illegality in the order passed by the Bank management in rejecting the prayer of the claimant for grant of pension.

On these rival pleadings the following issues were framed for adjudication.

ISSUES

1. Whether the workman is entitled to pension and its benefits in view of the rule stipulating that the workman is entitled to pension after rendering 20 years of service. If so, its effect.
2. Whether the management i.e SBI can withheld the gratuity under the Gratuity Act 1972? If so, its effect?
3. Whether the management can withhold the GPF of the applicant contributed by him and equity with the management.
4. Whether the dispute between the parties constitute an industrial dispute within section 2(K) of the ID Act.
5. Whether the workman is entitled to pension as per SBI Employees pension Fund Rules? If so, its effect.
6. Whether the CGIT has power to deal with the present dispute? If so its effect?
7. To what relief the workman is entitled to and from which date.

The claimant examined himself as WW1 and was cross examined by the management. Though, several opportunities were granted to the management for adducing evidence, on 09.05.2022 the management expressed the intention of not adducing the evidence and argument was heard.

At the outset of the argument the management Bank while drawing attention of this tribunal to the representations filed by the claimant for grant of pension and the provisions of Pension Rule submitted that under Rule 12.1.2 of the Rules a member of the SBI Pension Fund shall be entitled for Pension under Rule 22(I) while retiring from Bank service after having completed 20 years Pensionable service provided that he has attained the age of 50 years. The claimant was admittedly inducted as a member of the pension fund on 22.10.1972 on attaining the age of 21 years. His service came to an end as a mode of voluntarily retirement on 03.11.1990. The period from the date of induction and till the date of deemed retirement was less than 20 years and as such the Bank had rightly and justifiably rejected his application. The counter argument advanced by the claimant is that the Bank took a vindictive action and the period of leave taken by him was treated as unauthorized absence and passed an order deeming the date of absence as the date of voluntarily retirement. The said decision of the management Bank was challenged before the CGIT who directed for reinstatement with back wages. The said order of the CGIT was confirmed by the Hon'ble Division Bench of Delhi High Court in LPA NO. 77/2008. The final order in the LPA was passed on 29.03.2012. But unfortunately the claimant had already attained the age of superannuation before passing of the judgment. Hence, the Hon'ble High Court passed the order directing a lumpsum payment of 17.05 Lakh instead of reinstatement but kept the claim for pension open. But the management arbitrarily passed the order rejecting the said claim.

On behalf of the management a calculation has been given in the written statement indicating that the

claimant had rendered pensionable service for the period of less than 20 years and in the judgment passed by the Hon'ble division Bench in LPA No. 77/2008, there is no observation that the claimants deemed voluntarily retirement is illegal. The said judgment was passed by the Hon'ble High court on compromise arrived and in respect of all the financial entitlement except the pension. The Bank was directed to pay 17.05 Lakhs. That amount having been paid to the claimant his claim for gratuity and PF are untenable and the entitlement for pension is also not tenable as the date of superannuation from 22.10.2011 is imaginary.

The claimant in his evidence has fully supported the stand in the claim Petition. During cross examination he has admitted that he was inducted to the pension fund of the Bank on 22.10.1972 and his service came to an end on 03.11.1990 when his age was 39 years only. He has further admitted that on 03.11.1990 he had not completed 20 years of service as required under Rule 22(2)© of the Pension Rule. In view of the said admission the moot point which need to be decided is if the claimant by the order of Hon'ble High Court in LPA NO. 77/2008 shall be deemed to have retired from service on 22.10.2011 or 03.11.1990. On a plain reading of the order passed by the Hon'ble High Court in LPA NO 77/2008 shows that the said order was passed on account of a settlement arrived between the parties. Considering the offer made by the Bank to pay 15 lakh to the claimant the court directed that an additional amount of 2.05 lakh shall be paid by the Bank over and above the 15Lakh offered towards the interest and litigation expenses in lieu of the appellant withdrawing his challenge to the impugned judgment and the claim for reinstatement with back wages in accordance with the award of the industrial adjudicator. But the claim for pension was kept open for a decision by the management. Since, the Bank Employees Pension Rule clearly stipulates that a person becomes entitled to pension on completion of 20 years of service from the date of induction and the claimant has not completed 20 years of service and there being no observation by the Hon'ble High Court to treat the intervening period between deemed voluntarily retirement and superannuation as continuous period of service, the claim of the claimant for pension seems not justified and no illegality is found in the order of the Bank management in refusing the said claim. When pursuant to the compromise the claimant had withdrawn the claim advanced before the Industrial Adjudicator. Hence, ordered.

ORDER

The claim be and the same is rejected as without merit. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 503.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, 1 धनबाद के पंचाट (08/2013) प्रकाशित करती है।

[सं. एल - 12012/03/2013- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.08/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1 Dhanbad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/03/2013- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 08/2013

Employer in relation to the management of Kesaria Branch of State Bank of India.

AND.

Their workman.

Present: Shri DINESH KUMAR SINGH, Presiding Officer

Appearances:

For Employer :- Sri D.K. Verma, Advocate.

For workman :- Sri D.P. Sinha, Advocate.

State : Jharkhand.

Industry:- Bank

Dated 19/09/2022

AWARD

By Order No.L-12012/03/2013- (IR(B-I)) dated 21.05.2013, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of State Bank of India in terminating the service of the workman Sri Awadh Prasad is justified on the basis of the defective enquiry? If not, what relief he is entitled for?”

2. After receipt of the reference, both the parties were noticed. The concerned workman has filed his written statement of claim on 28/06/2013 and the management of State Bank of India, Kesaria Branch, East Champaran has filed its written statement cum rejoinder on 25/10/2013.

The concerned workman has filed rejoinder to the written statement of the management on 13/12/2013.

3. The claim of the concerned workman namely Awadh Prasad as per his statement of claim is as follows:-

That he was appointed by the competent authority and he joined the service 01/09/1981 under the management of Kesaria Branch of State Bank of India, District East Champaran on the post of Clerk Cum Cashier and he was discharging his duty efficiently, honestly to the best interest of the Bank but Sri B.P. Shrivastava, the then Branch Manager of Kesaria Branch of the Bank was involved in doing some illegal work against the Bank and he requested him to Co-Operate him in committing such illegal work against the Bank which he flatly refused resulting great annoyance against him. The said Branch manager had threatened him to get his service terminated and since then the said Branch Manager started making conspiracy against him to get his service terminated. The said Branch Manager had made connivance against him in zonal office of the Bank at Muzaffarpur and get his service transferred from Kesaria Branch to Raxaul Branch of the Bank, which was communicated to him by the Branch Manager vide its letter dated 15/02/1995 and he was relieved on that very date of 15/02/1995 at 5:30 P.M. to join Raxaul Branch on next day. Accordingly he joined his duty at Raxaul Branch of the Bank on 16/02/1995. The said Branch Manager of Kesaria Branch of SBI got the opportunity to manipulate the records and made conspiracy against him in easy manner in his absence. Subsequently he received a memorandum vide its no. 654 dated 16/03/1995 of the Assistant General Manager Region 11, Disciplinary Authority, Zonal Office, Muzaffarpur of the bank, whereby he was placed under suspension with immediate effect on allegation of some irregularities committed by him while he was posted at Kesaria Branch of the Bank of SBI. After that he came to know that an F.I.R was registered against him on 24/03/1995 as Kesaria P.S. Case no 13/95 dated 24/03/1995 U/S 420, 406, 467, 468, 471 I.P.C. for alleged misappropriation of Rs. 1,84,000/- (one lakh eighty four thousand) only at Kesaria Branch. In the meantime he received a memorandum of charge sheet issued against him by the Assistant General Manager Region II Disciplinary Authority, Zonal Office, Muzaffarpur vide its memorandum no D.P.S. 15/351 dated 26/03/1996 where by false and concocted charges for passing for cash payment, for issuing Tokens, for posting of withdrawals in the ledgers, for withdrawals fraudulently drawn on different savings bank accounts between 15/02/1991 and 19/12/1994 when he was officiating as J.M.G.S.I at Kesaria Branch of the State Bank of India. After that he was called upon to submit his statement of defence with 15 days of the receipt of the memorandum. Further he had received the charge-sheet dated D.P.S. 15/351 dated 26/03/1996 on 06/06/1997 and some of the parts of the charge-sheet was faint, invisible and unreadable, so a fresh copy of charge sheet was given to him 27/08/1997 and he submitted his

explanation on 05/09/1997 within 15 days of receipt of the charge-sheet on the basis of his memory as he was not allowed to go through the relevant records. Thereafter he had received a memorandum vide D.P.S. 19 No 1111 dated 29th December 1999/1st Jan 2000 of the Disciplinary Authority, Assistant General Manager Region II, Muzaffarpur of the management whereby he was informed that a departmental enquiry in to the charges levelled against him by the memorandum no. D.P.S./15/351 dated 26/03/1996 was started against him and Sri M.K. Sinha M.M.G.S-III Zonal Office Muzaffarpur would be the enquiry officer. He was directed to appear before him on the date, time and venue informed by him. Subsequently he had appeared on all the dates, time and venue of the enquiry as the enquiry officer informed. After sometimes enquiry officer was changed by the management and Sri Nagdeo Rai was appointed as the enquiry officer. The departmental enquiry held into the charges levelled against him was defective. The manner of enquiry conducted against him was most unfair and improper and the enquiry officer acted as an agent of the management. The enquiry officer did not give proper opportunity to him to defend the charges and the enquiry officer did not allow him to cross-examine the witness of management in full length. The enquiry officer did not allow him to examine some witnesses during the enquiry proceeding on his behalf in defence of the charges. He had submitted application containing the names of witness who are concerned to the charges and requested the enquiry officer to allow him to examine these witnesses on his behalf in defence of the charges. The enquiry officer flatly refused such request, so the enquiry officer deprived him from showing the facts in the enquiry in defence of the charges. The enquiry officer did not note down the facts deposed by the witness of the management in cross-examination which were in his favour. The enquiry officer noted down the facts stated by the witness in favour of the management only. The enquiry officer allowed the management to change and amend the charges and charge-sheet several times against the workman. The enquiry officer allowed the management to examine their witnesses as and when they wanted and the deposition of witnesses in the departmental proceedings/enquiry was not taken in any order or symmetry as PW-1 was examined on 16/06/2001 and continued till 18/06/2001 but without completion of his deposition another witnesses like PW-2, PW-3 and PW-4 were examined. In the meantime on 29/06/2001 the enquiry proceeding was fixed for his defence and he made request to the enquiry officer to provide him documents placed in the enquiry by the management. Subsequently on another date after closing the enquiry those documents were marked exhibits and the enquiry proceeding was finally closed without giving opportunities to him for getting his witnesses examined. The enquiry officer flatly refused his request to examine him as witness in defence on his behalf and the enquiry officer directed him to submit his written argument in defence of the charges.

The management had miserably failed to establish and prove the charges against him in the enquiry. The management could not prove as to how issuing token, posting in ledger, passing of withdrawals for cash payments to depositors by this workman were forged and how the bank suffered a loss of Rs. 7,78,000/-. The enquiry officer allowed the management to amend the charge-sheet at several stages of the enquiry which is against the principles of natural justice and he allowed the management to formulate a new case against him. The enquiry officer allowed the management to examine its witnesses in presence of other witnesses for example PW-10 Yadunath Sah had deposed in presence of PW-8 Mishiri Lal Gupta. The Assistant General Manager, Disciplinary Authority Region.II Zonal Office Muzaffarpur passed order vide its memorandum no. D.P.S./21/2517 dated 30th March 2002 where by the penalty of dismissal of service without notice in terms of para 521 (5) (a) of the Shastry Award was inflicted upon him and the dismissal order was communicated to him and made effective on 31st March 2002. The order of dismissal/termination passed by the management is illegal, arbitrary, malafide and passed in prejudicial manner ignoring the facts proving him innocent. Further in the F.I.R. it has been mentioned that all the withdrawals were passed by him whereas in the evidence before court, Sri B.P. Srivastava has deposed that Sri R.A. Singh, Sri R.Ram and Md. S. Alam had also passed the withdrawals but this fact had been ignored by the enquiry committee. The said Branch Manager Sri B.P. Srivastava had presented mutilated specimen signature of Chandradeo Singh, Sri Banaras Prasad and changed the specimen signature of Sri Ramanand Singh but the disciplinary authority did not consider this fact. The said Branch Manager Sri B.P. Srivastava had manipulated the office order register by writing an office order on 18/03/1993 and 19/03/1993 on the blank page of the office order register for transferring the responsibilities on the other employees but it was ignored by the enquiry officer. The enquiry officer did not consider the contradictions in the charge sheet. The management had acted against him in arbitrary manner as other bank staff namely Md. Soaib Alam who had issued 31 token for withdrawal of amount of Rs. 1,15,300/- posted six withdrawals of amount of Rs. 16,600/- only and passed payment of four withdrawal amounting to Rs. 10,800/-, Sri Rameshwar Ram issued token of five withdrawals amounting to Rs. 20,500/- posted in the ledger of eight withdrawals amounting to Rs. 42,000/- only and passed for cash payment fifty seven withdrawals amounting to Rs. 1,63,600/- only but no disciplinary proceedings were started against them. The disciplinary authority had not considered that the then Branch Manager Sri B.P. Srivastava had forced some of the depositors to write against him. It is well known to the disciplinary

authority that the duty of marking of pensioner's death in the ledger and register is done once in every year particularly in the month of November by the accountant and the Branch Manager and after that life certificate to the pensioners were issued, so the liability was on the head of accountant and Branch Manager of the Bank. An appeal had been preferred before the DGM cum Appellate Authority for disciplinary proceeding State Bank of India Zonal Office Muzaffarpur against the Order/Memorandum vide no. DPS/21/2517 dated 30/03/2002 passed by the Assistant General Manager Disciplinary Authority Region II Zonal Office Muzaffarpur whereby the service of the workman was terminated/dismissed w.e.f. 31.03.2002 but the appellant authority vide memorandum no. DPS/221/623 dated 19/07/2002 rejected the appeal of the workman and confirmed the order of the disciplinary authority. After that he had filed writ petition vide CWJC No. 12205 of 2002 before the Hon'ble Patna High Court and subsequently the Hon'ble Patna High Court has been pleased to observe that the service of the petitioner was governed by the State Bank of India Officers Service Rules, so he should take recourse to remedy under the said rule. After that he had filed civil review application in the Patna High Court vide no. 190/2002 for review the order dated 30/10/2002 in C.W.J.C. No. 12205/2002 and the Hon'ble High Court has been pleased to observe that the petitioner was in the category of workman, so he has statutory remedy by raising industrial dispute and thereafter he had raised an industrial dispute before the competent authority.

A prayer has been made to pass an Award in his favour.

4. On the other hand the case of State Bank of India Raxaul Branch as per its written statement is as follows:-

That the present reference is not maintainable either in law or in facts of the case. The concerned workman was posted as Clerk-cum-Cashier at Kesaria Branch of SBI under the District of East Champaran, Bihar in between the period 14/02/1991 to 19/12/1994 and was in-charge of pension section. It was detected by the bank that during the said period a series of frauds aggregating Rs. 7,78,000/- was perpetrated on the Branch, putting the Branch in substantial financial loss and after finding prima facie case of the involvement of the concerned workman in alleged committed fraud, the AGM (Regional-II) cum Disciplinary Authority vide letter dated 16/03/1995 put the workman under suspension with effect from 16/03/1995. After that the AGM-cum-Disciplinary Authority vide its letter no. DPS/15/NO. 351 dated 26/03/1996 submitted charge against the workman calling upon him to show cause of charges while he was working at Raxaul Branch within 15 days of the receipt of the memorandum. The said charge-sheet was served upon him personally on 06/06/1997 and the concerned workman submitted his statement of defence on 05/09/1997 which was not found satisfactory and there after the Disciplinary Authority appointed Sri M.K. Sinha, MMGS II as Enquiry Officer for conducting domestic enquiry in accordance with the principles of natural justice. Thereafter Enquiry Officer issued notice to the workman fixing the date of enquiry but consequent upon the transfer of Sri M.K. Sinha from the said office, Sri Nagdeo Rai, MMGS II was appointed as Enquiry Officer. The Enquiry Officer conducted domestic enquiry in the presence of workman and submitted his report holding therein that the charges no. (i) (ii) (iii) (iv) (v) (vi) (vii) are proved and charged no. (viii) and (x) are partially proved. Subsequently Disciplinary Authority issued second show cause notice to the concerned workman and supplied the copy of enquiry report fixing the date of personal hearing. The concerned workman appeared before the Disciplinary Authority on 26/03/2002 and during the course of hearing the workman made verbal and written submission. The Disciplinary Authority after considering the matter had inflicted the penalty of dismissal without notice of the workman in terms of Paragraph no. 521 (5) (a) of Shastri Award as retained in Desai Award vide memorandum no. DPS/21/2517 dated 30/03d/2002. The workman preferred an appeal before the Appellant Authority on 15/05/2002 and after personal hearing of the workman on 08/06/2002 the Appellant Authority vide order dated 19/07/2002 affirmed the order passed by the Disciplinary Authority and dismissed the appeal, so the enquiry conducted by the Enquiry Officer is fair, proper and in accordance with the principles of natural justice. The workman was given sufficient opportunity to defend his case against the charges levelled against him and to go through all the papers and documents brought on the record as well as to examine the witnesses in his defence. He was also allowed to cross examine the prosecution witness and to put all relevant questions to him. Thereafter both the parties submitted their briefs before the enquiry officer, so the dismissal of the concerned workman is legal and justified.

The management by way of rejoinder has stated that the statement made in Paragraph 1, 7, 8, 9, 12, 13, 14, 18, 19 and 21 of the written statement of workman are matter of records, the statement made in Paragraph 2, 4, 5, 6, 10, 11, 15, 16, 22, 23, 33 and 34 of the written statement of workman are not correct, the statement made in Paragraph 3 of the written statement of workman is correct and the statement made in Paragraph 17, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 of the written statement of workman are not relevant.

5. The concerned workman has filed rejoinder/reply to the written statement cum rejoinder filed by the management stating therein that facts stated in Paragraph 1, 2 and 3 of written statement of management are

not correct and baseless, the statement made in paragraph 4 of the written statement of management are matter of record, the statement made in Paragraph 5 of the written statement of management are absolutely incorrect, the statement made in Paragraph 6 to 11 of the written statement of management are matter of records, the statement made in Paragraph 12 and 13 of the written statement of management it is submitted that the Disciplinary Authority did not pay any heed to verbal as well as written submission submitted by the workman, the statement made in Paragraph 14 and 15 of the written statement of management are absolutely incorrect, the statement made in Paragraph 16 of the written statement of management are submissions to the court, the statement made in Paragraph 17 of the written statement of management are absolutely incorrect, the statement made in Paragraph 19 of the written statement of management it is submitted that the workman concerned has not been dismissed for actually any proved misconduct, the statement made in Paragraph 20 of the written statement of management it is submitted that the statement made in Para 2 of the written statement of workman is true and correct, the statement made in Paragraph 21 of the written statement of the management it is submitted that the statement made in Paragraph nos 4, 5 and 6 of the written statement of the workman are correct, the statement made in Paragraph 23 and 24 of the written statement of management it is submitted that what have been stated in Paragraph nos. 10 and 11 of the statement of claim of the workman are true and correct, the statement made in Paragraph 26, 27 and 28 of the written statement of management it is submitted that what have been stated in Paragraph Nos. 15, 16 and 17 of the statement of claim of the workman are true and correct, the statement made in Paragraph 30, 32 and 33 of the written statement of management it is submitted that what have been stated in Paragraph nos. 20,22,23 of the statement of claim of the workman are true and correct, the statement made in Paragraph nos. 34 of the written statement of management it is submitted that what have been stated in Paragraph nos. 31 and 32 of the statement of claim of the workman are very much relevant to the present case, the statement made in Paragraph no. 35 of the written statement of management it is submitted that what have been stated in Paragraph nos. 33 and 34 of the statement of claim of the workman are true, correct and affirmed.

6. After completion of pleading of both the parties the management and the concerned workman have examined their witnesses on Preliminary Point.

7. The management has examined only one witness. He is MW-1, Nagdeo Roy.

The MW-1, Nagdeo Roy in his evidence before the Tribunal has deposed that he was posted in the year 2000 at Zonal Office State Bank of India at Muzaffarpur and he was appointed as Enquiry Officer by the Disciplinary Authority to conduct domestic enquiry in respect of charge-sheet issued to the concerned workman. He has also deposed that he had issued notice to the concerned workman who had submitted time petition on the ground of marriage ceremony of his niece, so the enquiry was adjourned to 17/05/2000. He has also deposed that the enquiry was conducted in presence of workman and during the course of enquiry proceeding the concerned workman was given sufficient opportunity to defend his case against the charges levelled against him and he was given sufficient opportunity to go through all the papers and documents brought on the record as well as to examine the witness in this defence. He has further stated that the workman was allowed to cross-examine the witness of the management and after completion of oral and documentary evidence, the management as well as workman submitted their written arguments. He has also deposed that he had found the workman guilty of charges.

In the cross-examination he has stated that it is not a fact that he allowed amendment of the charges several times and it is also not a fact that he had not allowed the workman to give his defence before him. He has also denied the suggestion that he had not allowed the workman to peruse the documents of the management who were filed before him. He has further denied the suggestion that he had not examined the matter properly and he had not taken any complaint as mentioned in the enquiry report. He has further stated that it is not a fact that he has not applied his mind and he had not allowed the workman to examine witness.

8. The management has proved the following documents in support of its case which are marked as:-

Exhibit M-1- Verified copies of appointment letters of enquiry officers.

Exhibit M-2- Verified copies of Memorandum of charge-sheet.

Exhibit M-3- Verified copies of reply of charge-sheet.

Exhibit M-4- Verified copies of Enquiry proceeding register.

Exhibit M-5- Verified copies of Enquiry report.

Exhibit M-6- Verified copies of second show cause notice & reply.

Exhibit M-7- Verified copies of Appeal Filed by workman.

Exhibit M-8- Verified copies of appellate order.

9. The concerned workman namely Awadh Prasad has examined himself as WW-1.

The WW-1, Awadh Prasad has deposed that he was posted at Kesaria Branch of State Bank of India on the post of Teller (Clerk cum Cashier) during the period of 14/09/1981 to 15/02/1995 and he had received a charge-sheet dated 26/03/1996 issued by the A.G.M. Region II cum Disciplinary Authority whereby false and concocted charges were levelled against him. He has also deposed that he had submitted his explanation but the management did not consider his explanation and set up an enquiry proceeding to enquire into the charges. He has also deposed that the enquiry was conducted in most unfair and improper manner and he had not given sufficient opportunity in the enquiry to defend the charges levelled against him. He has also deposed that the Enquiry Officer had acted as an agent of the management. He has further stated that the Enquiry Officer had allowed the Presenting Officer of the management to amend the original charges on several occasions in spite of his serious objection and the Enquiry Officer has also allowed the Presenting Officer to examine their witnesses without discharging prior witness and also in presence of other witnesses. He has also deposed that Enquiry Officer had not examined the witness in order of symmetry and on 20/06/2001 P.W.-3 Ashok Kumar was examined in presence of P.W.4 and in this way other witnesses were already examined without discharging the previous witnesses. He has further stated that the Enquiry Officer allowed the management to examine their witnesses in presence of other witnesses and allowed the Presenting Officer to file documents in the enquiry on several dates. He has also stated that he had requested the Enquiry Officer for calling for documents from the management but the Enquiry Officer refused to call for those documents and rejected his prayer. He has further stated that he was not allowed to examine any other witness on his behalf in defence and was not allowed to produce/file and some documents of the charges. He has further deposed that he had not been provided copy of depositions of all prosecution witnesses and copy of other documents filed by the management in the enquiry. He has also stated that the Enquiry Officer has deliberately held the charges in the enquiry proved.

In the cross-examination he has stated that he had participated in the enquiry proceeding but he had not verified all the documents. He has also stated that he took part in the cross-examination of witness but the opportunity given to him to cross-examine the witnesses was not sufficient. He has also stated that his question were ignored and he did not file any written objection about ignoring of his questions. He had denied that the enquiry was fair and proper.

10. The concerned workman has proved the following documents in support of its case which are marked as:-

Exhibit W-1- Photo Copy of Form of Heading of Deposition Case No. GR 370/95. (Total 9 pages)

Exhibit W-2 Series- Photo Copy of Letter of Awadh Prasad addressed to Nagdeo Roy, Enquiry Officer, Disciplinary Proceeding Section, State Bank of India, Zonal Office Muzaffarpur.

Exhibit W-3- Photo Copy of P.P.O No.164724/ Manipur of Budhan Raut & P.P.O. No. 164725/Manipur of Raghubar Giri to Asstt. Regional Manager.

Exhibit W-4 Series- Illegible.

Exhibit W-5 Series- Transfer Letter of P.P.O No. 164725 of Sri Raghubar Giri

Exhibit W-6 Series- Letter of Triloki Bhagat, Ram Sawrup Prasad, Chandrika Prasad & Others to Branch Manager, SBI, Kesaria

Exhibit W-6/1- Letter of Dinesar Pandey to the Branch Manager, SBI, Kesaria.

Exhibit W-7- Transfer letter of workman dated 15/02/1995.

Exhibit W-8- Suspension Letter of Sri Awadh Prasad letter dated 16 March 1995.

Exhibit W-9- F.I.R. in Kesaria Thana of Sri Awadh Prasad.

Exhibit W-10 Series- Letter of Sri B.P. Srivastava, Dy. Manager Kesaria Branch to Asstt. General Manager, Regional Office, Muzaffarpur.

Exhibit W-11 Series- Saving Bank A/C detail of B.B. Johra A/C No. 1408 with ledger.

Exhibit W-12 Series- Detail of Saving Bank A/C of Pashupati Roy with photo copy of ledger No. 2345.

Exhibit W-13 Series- Detail of Saving Bank A/C of Smt. Maharani Devi along with information letter about death.

Exhibit W-14 Series- Detail of Saving Bank A/C No. 2346 with detail of Sri Chandradeo Singh along with information letter of Sri Dharmnath Singh.

Exhibit W-15- Detail of Saving Bank A/C No. 2347 of Sahdeo Singh.

Exhibit W-16- Detail of Saving Bank A/C No., 2499 of Baidnath Singh alongwith information letter of Sri Shiv Dayal Singh.

Exhibit W-17- Death Certificate of Smt. Heera Devi along with information letter regarding arrear payment of pension.

Exhibit W-18- Detail of Saving Bank A/C of Sri Banarash Prasad.

Exhibit W-19- Detail of Saving Bank A/C No. 2793 of Smt. Sakali Pensioner with ledger.

Exhibit W-20 Series- Detail of A/C No., 2817 of Sri Banarsi Sah with ledger as well as information letter of Sri Diplal Sah.

Exhibit W-21 Series- Detail of Saving Bank A/c of Smt. Ram Sakhi Devi with ledger and information letter of Braj Kishore Singh.

Exhibit W-22 Series- Detail of Saving Bank A/c of Smt Champa Devi alongwith information letter.

Exhibit W-23 Series- Detail of Saving Bank A/c of Smt. Koshalya Devi, information letter of Sri Nara Charan Singh.

Exhibit W-24 Series- Detail of Saving Bank A/c of Smt. Krishna Devi with information letter.

Exhibit W-25- Death Certificate of Sri Bacha Lal Singh A/c No. P/259.

Exhibit W-26 Series - Detail of Saving Bank A/c of Ramanand Singh with ledger.

Exhibit W-27 Series- Detail of Saving Bank A/c of Keshiya Devi with ledger.

Exhibit W-28 Series- Saving Bank Pay-In-Slip dated 07/04/1994 of Rs. 70,195/-.

11. The lawyer of concerned workman has submitted before the Tribunal that in the present case charge-sheet does not contain full particulars of the charges and it does not disclose the materials relevant to the charges. He has also submitted that the charges based on suspicion have no leg to stand on law of the land and mere suspicion of guilt cannot be made basis of an offence. He has also submitted that nobody could be found guilty of the alleged charges on the basis of suspicion only. He has further submitted that the charge no. 4 of the charge sheet is with regard to passing of several withdrawals, whereas Annexure D contains only one withdrawal which is contradictory. He has further submitted that the alleged amount is indefinite and varies as in the charge-sheet the amount was Rs. 7,78,000/- and whereas in the enquiry report the amount as Rs. 4,83,600/-. He has further submitted that the original copy of death certificate of pensioners namely Pashupati Rai and Heera Devi were never produced in spite of request by the workman and the address mentioned on the death certificate was vague. He has further argued that the Enquiry Officer had not tested the truthness of such information collected by the Branch Manager regarding alleged death of pensioners. He has further submitted that death certificate of some of the pensioners were not produced by the management. He has also submitted that the Enquiry Officer did not allow the concerned workman to examine himself or to examine any other witnesses on his behalf. He has also submitted that no witness had been examined regarding depositors namely Sakli Devi, Banaras Prasad, Sahdeo Singh, Krishna Devi, Ramanand Singh and Kesia Devi. He has also submitted that the concerned workman had never passed any withdrawal fraudulently between 15/02/1991 to 19/12/1994 as it was the duty of the workman to post withdrawals on the ledger sheet of the depositors concerned. He has also submitted that the management has not been able to prove any withdrawal passed, posted and issue of token by the workman was forged and fraudulent. He has also deposed that the charge sheet consisted only two withdrawals marked as PEX 3 and 332 in the enquiry which had neither been posted in the ledger nor were issued by the workman. He has also submitted that the Enquiry Officer had given findings on these charges based on false and forged photo state copy of death certificate. He has also argued that during the relevant period from 15/02/1991 to 19/12/1994 there were total 143 withdrawals forms of the depositors and out of that 143 withdrawal forms only 71 withdrawal forms for Rs. 2,79,500/- were passed by the workman whereas rest withdrawals form were passed by the employees of the Bank for which the workman was not liable. He has also argued that some of the exhibits have not been placed before the Court and the Bank has not sustained loss of amount during the relevant period from 15/02/1991 to 19/12/1994. He has also argued that this workman has earned enemical relation with the Branch Manager of the relevant branch of the bank and he had submitted a representation cum complaint dated 19/08/1982 regarding corruption practises of Branch Manager to the A.G.M.

Muzaffarpur. He has also argued that the enquiry was held fair and proper by the predecessor of this court and as such hearing of this case is going on u/s 11-A of the Industrial Disputes Act. He has submitted that court cannot sit as an appellate court regarding the enquiry but section 11-A of the I.D. Act empowers the court to consider the materials placed in the enquiry and to hold as to whether the dismissal order is in accordance with materials place in the enquiry. He has further submitted that as per provision of law and rules of natural justice the Tribunal is empowered under section 11-A of the I.D. Act to provide full back wages and other consequential benefits.

12. The learned lawyer of the management of State Bank of India has submitted that the workman concerned had committed serious misconduct and he was subsequently charge-sheeted by the management. He has also submitted that the concerned workman after holding fair and proper domestic enquiry was dismissed from the service of the Bank. He has further submitted that this Tribunal vide order dated 04/05/2016 has been pleased to hold that the enquiry conducted by the management is fair and proper and fixed the case for hearing of argument on merit. He has also argued that in course of enquiry the management had examined oral evidences and produced documents to prove the charges against the workman. He has also submitted that in the enquiry proceeding it has also been proved that all the formalities like issuing token, verifying LTI/signature of depositors and posting the order form in the respective ledger sheet conducted by the concerned workman. He has further argued that all the witnesses examined by the management in course of enquiry had supported the case of the management. He has also argued that the charge no. (i), (iii), (iv) and (v) of the charge-sheet have been proved on the basis of material facts available in the enquiry proceeding. He has also submitted that there is a direct involvement of the concerned workman in perpetration of fraud at the Branch. He has also submitted that the concerned workman had participated in the enquiry proceeding and had got opportunities to cross-examine the witnesses of the management. He has lastly argued that since the enquiry conducted against the concerned workman has been found fair and proper for fraud and defaultation, so there is no occasion to invoke the provision of section 11-A of the I.D. Act. He has made prayer that the concerned workman is not entitled for any relief.

13. Now the only point of consideration in this case is whether the action of the management of State Bank of India in terminating the service of the workman Sri Awadh Prasad is justified on the basis of the defective enquiry? If not, what relief he is entitled for?"

FINDINGS

14. At the outset of discussion it is required to mention here that it is an admitted fact that the concerned workman namely Awadh Prasad was an employee of Kesaria Branch of State Bank of India, District East Champaran, Bihar and he was posted as Clerk Cum Cashier in the said Branch.

It is also admitted fact that a departmental enquiry was conducted against the concerned workman for commission of fraud in between 14/02/1991 to 19/12/1994 and after conclusion of departmental enquiry, the Enquiry Officer submitted his report holding the charges against concerned workman proved and subsequently the workman was dismissed from the service.

15. It is relevant to mention here that the management of SBI has examined MW-1, Nagdeo Roy and the concerned workman namely Awadh Prasad has examined himself as WW-1, Awadh Prasad on the preliminary point of hearing of fairness of enquiry.

Moreover the management has proved Exhibit M-1 to Exhibit M-8 in course of hearing and the workman has proved Exhibit W-1 to Exhibit W-23.

16. It is also required to mention here that the Tribunal after hearing learned lawyer of both the parties has held on 04/05/2016 that the enquiry conducted against the concerned workman is fair and proper.

It is further required to mention here that the concerned workman had filed an application for review of the order deciding the preliminary enquiry as fair and proper but the said petition was also rejected on the ground that this Tribunal has no power to review the order.

17. The concerned workman has also filed another petition and the said petition was kept for decision at the time of argument but the learned lawyer of the workman in his entire argument has not pressed the said petition, so the said petition stands rejected.

18. The learned lawyer of the concerned workman in course of his arguments has submitted that the enquiry conducted by the Enquiry Officer was not proper and fair and he had drawn several instances on this point.

Further the learned lawyer of management has submitted that since the issue of fairness of enquiry has already been decided, so the Tribunal cannot reopen the issue afresh.

19. In this regard it is required to mention here that the issue of fairness of the enquiry proceeding has already been held as fair and proper on 04/05/2016 and the petition filed by the learned lawyer of concerned

workman for review has already been rejected, so it will be not proper to go through enquiry proceeding and examine the enquiry proceeding afresh.

20. The learned lawyer of the concerned workman has submitted that this Tribunal has got ample power under section 11A of the I.D. Act to give appropriate relief against the concerned workman. He has also submitted that it has been provided under section 11A of the I.D. Act that if in course of adjudication proceeding the order of discharge or dismissal was not justified it may by its award set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions. He has made prayer to the Tribunal to invoke the provision of Section 11A of the I.D. Act as the order of discharge or dismissal was not justified.

21. The learned lawyer of management has strongly opposed the contention of the learned lawyer of workman and has submitted that the concerned workman being an employee of the State Bank of India had committed fraud and misappropriation to the tune of Rs. 7,78,000/-, so the order of discharge is justified and the concerned workman may not be granted any relief under section 11A of the I.D. Act.

22. At this stage it is required to mention section 11A of the I.D. Act. The section 11A of the I.D. Act reads as follows:-

Section 11A- “Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen- Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require.”

23. The Hon’ble Supreme Court has been pleased to observe in a case as reported in **1973 AIR 1227 (Workmen of Messrs Firestone Tyre...Vs Management & others)** that:-

“The Act is beneficial piece of legislation enacted in the interest of employees. It is well settled that in construing the provisions of a welfare legislation, courts should adopt, what is described as a beneficent rule of construction. If two constructions are reasonably possible to be placed on the section, it follows that the construction which furthers the policy and object of the Act and is more beneficial to the employees has to be preferred. The interpretation must be liberal enough to achieve the legislative purpose”.

24. However the Hon’ble Supreme Court in a another case as reported in **2005(2) SCALE 302 (Mahindra and Mahindra Ltd. Vs. N.B. Narawade)** has been pleased to hold that:-

“It is no doubt true that after introduction of Section 11A in the Industrial Disputes Act, certain amount of discretion is vested with the Labour Court/Industrial Tribunal in interfering with the quantum of punishment awarded by the Management where the concerned workman is found guilty of misconduct. The said area of discretion has been very well defined by the various judgments of this court referred to herein above and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under Section 11A is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the Court, or the existence of any mitigating circumstances which requires the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court to reduce the punishment. In the absence of any such factor existing, the Labour Court cannot by way of sympathy alone exercise the power under Section 11A of the Act and reduce the punishment.”

25. The Hon’ble Supreme Court in other case as reported in **2018 (4) JLJR (SC) 115** has been pleased to hold that:-

“since dismissal order was based on the domestic enquiry, it was obligatory upon the Labour Court to first decide the question as a preliminary issue as to whether the domestic enquiry was legal and proper- if domestic enquiry was legal and proper, next question to be considered by the Labour Court was whether punishment is commensurate with the gravity of charges or is disproportionate- if it is disproportionate, Labour Court was entitled to interfere in quantum of punishment and substitute the punishment imposed by Bank.”

26. In the instant case the charges levelled against the concerned workman namely Sri Awadh Prasad Clerk Cum Cashier of SBI, Kesaria Branch had been established in the departmental enquiry proceeding for misconduct of fraud and misappropriation of Rs. 7,78,000/- of SBI, Kesaria Branch, East Champaran which are serious charges.

Moreover, on the finding of Enquiry Officer, the Disciplinary Authorities had applied their mind and subsequently the concerned workman namely Sri Awadh Prasad was dismissed from service.

27. In view of above discussion the Tribunal is of opinion that the punishment of dismissal awarded to the concerned workman namely Awadh Prasad was not disproportionate to the gravity of misconduct, so as to disturb the conscience of the Court. Further the Tribunal also finds that there is no existence of mitigating circumstances which required reduction of the sentence, so it is not proper to set aside the order of discharge or dismissal of the concerned workman as per section 11A of the I.D. Act.

It is required to mention here that the enquiry proceeding has already been held by this Tribunal on 04/05/2016 as fair and proper and the said order has not been challenged by the concerned workman in any Superior Court, so the said order final. In view of such fact this enquiry proceeding is not defective.

28. After considering all the facts and circumstances of this case the Tribunal comes to the conclusion that the management of Kesaria Branch of SBI, East Champaran is justified in dismissing the workman Sri Awadh Prasad service of Kesaria Branch of SBI, East Champaran w.e.f. 31/03/2002 and he is not entitled for any relief.

This is the Award of this Tribunal

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 504.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईस्टर्न रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (11/2007) प्रकाशित करती है।

[सं. एल-41012/60/2006- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol as shown in the Annexure, in the industrial dispute between the management of Eastern Railway and their workmen.

[No. L-41012/60/2006- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Shri ANANDA KUMAR MUKHERJEE, Presiding Officer

CGIT-cum-LC, Asansol

REFERENCE No. 11 OF 2007

PARTIES : Arun Kumar Karmakar

versus

Divisional Railway Manager, Eastern Railway, Asansol

REPRESENTATIVES :

For the union/Workman : Unrepresented

For the Management of Eastern Railway, Asansol: Mr. S. K. Mukherjee, learned advocate

INDUSTRY: Railway

STATE : WEST BENGAL

Dated : 17.02.2023

AWARD

In exercise of the powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) the Government of India through Ministry of Labour vide its order No. L- 41012/60/2006-IR(B-I) dated 13/02/2007 has been pleased to refer the following dispute between the employer, i.e. the Management of Eastern Railway, Asansol and their workman for adjudication by this Tribunal.

SCHEDULE

‘Whether the Eastern Railway’s action by terminating the service of Sri Arun Kumar Karmakar w.e.f. 27.08.1990 is justified? If not, what relief he is entitled to?’

1. On receiving order No. L-41012/60/2006-IR(B-I) dated 13/02/2007 from Government of India, Ministry of Labour, New Delhi for adjudication of the Industrial Dispute, a Reference case No. 11 of 2007 was registered on 03/05/2007 and Notice was issued to parties through registered post directing them to appear and submit written statement along with relevant documents and a list of witnesses they would like to rely upon. Both parties appeared before the Tribunal through authorized representatives.

2. In his written statement filed on 11/06/2007 the workman contended that on 10/11/1989 he was appointed as a Substitute Bungalow Peon under ADRM(O) at Asansol. He worked in that capacity for 288 days i.e. 9 months and 17 days till 26/08/1990. Having rendered service with full satisfaction of the officer, Mr. A. K. Dutta with whom he was attached Arun Kumar Karmakar was terminated from service. During his tenure as a Bungalow Peon he was asked by the wife of Mr. A. K. Dutta to collect some mangoes from trees within the Bungalow and complying such direction he fell down from a tree and got seriously injured. The workman then was admitted in the Divisional Railway Hospital, Asansol on 11/05/1990. After his prolonged treatment at hospital he was under bed rest and the Management terminated his service without providing any opportunity to him.

3. According to the workman his service was terminated by letter No. E(T.C)B. Peon/AKK/ADRM(O)/90 dated 27/08/1990 without giving any opportunity to him. It is contended that his termination by the Railway authority is an illegal retrenchment without following procedure of the Industrial Dispute and the same is a violation of Natural Justice.

4. Further contention of the workman is that he was a temporary workman under the Railway and was given no opportunity to support his cause before termination. The workman prayed for his reinstatement in service.

5. The Management controverted the claim of the dismissed workman by asserting that his prayer is not maintainable in law and the same is barred by the law of limitation. In the written statement, the Sr. Divisional Personnel Officer admitted that the workman was temporarily engaged as emergency substitute Bungalow Peon under ADRM(O)/ASN w.e.f. 10/11/1989 on a pay scale of Rs. 750-940 plus usual allowance by keeping a post of peon vacant in lieu vide office order No. T-2/B, peon/89/Asansol dated 22/11/1989. It has been averred that the procedure followed by the Railway Administration for appointment of Bungalow Peon is that the officer entitled to Bungalow Peon is allowed to engage a man of his own choice as per extant procedure ensuring that he is literate and knows one regional language and is within the age of 18 and 23 years on the date of engagement, relaxable by 5 years in the case of reserved community. The Bungalow Peon is required to be appointed as a substitute for a period of one year at the first instance subject to passing a prescribed medical examination by the authorized medical officer of the railway. After completion of three years continuous satisfactory service subject to availability of vacancies in the order of their seniority, the person would become eligible for absorption against other class IV vacancies. In the event a Bungalow Peon who has rendered service for more than three years is not relieved he would be provided with lien and seniority vis-a-vis others from his original date of engagement. It is further laid down in circular No. E-891/4/CI.IV/Policy dated 20/08/1984 that no Bungalow Peon who completed more than one year satisfactory service is liable to be discharged from service without observance of prescribed RS (D&A) Rules, 1968. According to the Management of Eastern Railway, Asansol the aggrieved workman Arun Kumar Karmakar had served for only 9 months and 17 days but due to his unsatisfactory performance which was reported by the concerned officer vide letter No. ASN/ADRM/10 dated 27/08/1990, his service was terminated before completion of one year of service and at the material time the RS (D&A) Rules, 1968 did not apply to him. It is further stated that aggrieved by the order of termination, Arun Kumar Karmakar after lapse of six years filed an application before Central Administrative Tribunal, Kolkata bearing OA No. 17/96 and Hon’ble Tribunal dismissed the same holding that application was barred by limitation.

6. The workman in support of his case filed an affidavit-in-chief and he was cross-examined on behalf of the Eastern Railway. Mr. Pulak Kumar Ghosh, Assistant Personnel Officer-III/ER/ASN filed his affidavit-in-chief and faced cross-examination by the workman. The case was fixed up for hearing of argument and appearance of parties. The workman, Arun Kumar Karmakar and his advocate were not found available after service of Notice. Mr. Mukherjee, learned advocate for the Eastern Railway appeared along with Mr. Swapnil Bandopadhyay, Assistant Personnel Officer. Mr. Mukherjee drew my attention to the documents filed earlier in course of evidence which were not marked. The office order relating to appointment of Arun Kumar Karmakar dated 22/11/1989, office circular dated 20/08/1984 and order of dismissal dated 27/08/1990 are marked as Exhibits M-1, M-2 and M-3 respectively.

7. Heard argument advanced by Mr. Mukherjee, learned advocate for the Railways. It is submitted that aggrieved workman, Arun Kumar Karmakar was appointed as an emergency substitute, a Bungalow Peon w.e.f. 10/11/1989 and he was to render service to the officer with whom he was attached or his successor on condition that he would be discharged if his service was not found satisfactory. In support of his argument, Mr. Mukherjee relied upon Exhibit M-1 which is a copy of office order dated 22/11/1989. It is further submitted that only after completion of three years of continuous satisfactory service followed by a screening, the concerned workman would be entitled to regular absorption. In the instant case, it is argued that the service of the workman was not found satisfactory as a substitute Bungalow Peon and his service was discontinued w.e.f. 27/08/1990. In support of his submission, learned advocate relied upon Exhibit M-3.

8. Upon considering the facts of the case, I find that Arun Kumar Karmakar, a temporary workman had rendered only 9 months and 17 days of service before his termination by letter dated 27/08/1990 (Exhibit M-3). The aggrieved workman claimed in his written statement that he had been asked by the wife of ADRM(O) to pluck some mangoes from a tree in the Bungalow orchard and while complying such instruction he fell down and got injured. Due to such injury, he was admitted in Railway hospital from 11/05/1990 and was discharged on 30/05/1990. In course of cross-examination, the workman witness stated that he could not inform the Railway Manager about his accident and was unconscious for fifteen to twenty days. In his later evidence the witness deposed that two to three days after accident, he went to join his duty but was not allowed to join. The witness did not produce any document relating to his medical treatment at Railway Hospital. Therefore, the workman has failed to establish that he suffered any accidental injury while performing any work at Bungalow.

9. It may be derived from the circular dated 20/08/1984 (Exhibit M-2) that a Bungalow Peon would be eligible for absorption against Class IV on completion of three years of continuous satisfactory service subject to availability of vacancies, in order of seniority. In clause (V) of the circular, it has been laid down that no Bungalow Peon who completed more than one year continuous satisfactory service is able to be discharged from service without observance of prescribed RS (D&A) Rules, 1968. In the instant case the workman did not complete one year of continuous service. Therefore no right accrued in his favour for application of the Railway Servants (Discipline & Appeal) Rules, 1968 before his discharge.

10. Having considered facts, circumstances of the case and the rules applicable to the aggrieved workman, I hold that no right accrued in his favour for setting aside the order of his termination from his service or for his reinstatement.

11. In section 2 (oo) of Industrial Dispute Act, 1947, the term Retrenchment is defined as termination by the employer of service of workman for any reason whatsoever, otherwise than a punishment inflicted by way of disciplinary action but does not include voluntary retirement, a retirement of workman on reaching age of superannuation, termination as a result of non-renewal of contract of employment and termination on ground of continued ill-health. In the instant case, the temporary service of Arun Kumar Karmakar was terminated without any disciplinary action. The Notice of termination was issued to him on 27/08/1990 and same was given effect on the afternoon of the same day. Under such circumstances the terminated/retrrenched workman is entitled to one month's pay in lieu of Notice in consonance with section 25 F (a) of Industrial Dispute, 1947. Accordingly I hold that no illegality was committed by the Management of Eastern Railway, Asansol in terminating the service of Arun Kumar Karmakar, a temporary Bungalow Peon. The retrrenched workman is only entitled to receive one month's pay in lieu of the Notice period. The reference case is accordingly disposed of in favour of the workman in part.

Hence,

ORDER

The reference case is disposed of in favour of the workman, Arun Kumar Karmakar in part. Let an Award be drawn up in his favour allowing him a compensation of one month's pay in lieu of his Notice for termination/retrrenchment. Let copies of this Award be sent to the Ministry for information.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 1 मुंबई के पंचाट संदर्भ सं. (12/2020) को प्रकाशित करती है ।

[सं. एल - 31011/3/2020- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 505.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.12/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Mumbai as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust and their workmen.

[No. L-31011/3/2020- IR(B-I)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI****Present:** Justice K.D. BHUTIA Presiding Officer**REFERENCE NO.CGIT-12 OF 2020**

Mumbai Port Trust

..... 1st Party

V/s.

Their Workmen

.....2nd Party**Presence:**

For the management : Absent

For the Union : Absent

Mumbai dated the 26th day of December 2022.**AWARD**

Both sides are found absent when the matter is called. As per A.D. Cards notice have been duly served upon the Union as well upon the Management. Record shows that till date the Union has failed to appear before this Tribunal, after it has raised dispute on behalf of Mr. Suryaknat P. Shedage, Junior Engineer Grade III against the Management regarding fixation of his pay scale before the Authorities concerned and after that Govt. of India, Ministry of Labour referred the dispute espoused by the union U/s 10(1)(d) of the I.D. Act, 1947 to this Tribunal vide order No. L-31011/3/2020) IR(B-II) dated 05/10/2020.

Such conduct on the part of the union or on the part of the concerned workman give rise to an inference that they are no more interested to proceed with the present reference. More so, till date union has failed to file its statement of claim.

Therefore, this Tribunal hold that there exist no dispute between the employer and the concerned employee and as such no dispute award is passed hereby.

Accordingly, Reference case No. CGIT-12/2020 is disposed of.

Send copies of this order to the Ministry of Labour, Government of India for information and doing needful as per law.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 506.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ पटिआला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (37/2015) प्रकाशित करती है।

[सं. एल - 12012/05/2016- आई आर (बी-I)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 37/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiala and their workmen.

[No. L-12012/05/2016- IR(B-I)]

SALONI, Dy. Director

**ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Present: Sh. J.K. TRIPATHI, Presiding Officer

ID No.37/2015

Registered on:-28.03.2016

Sh. Jony Rana, Part Time Sweeper S/o Sh. Balwan Singh,
R/o Village and P.O. Agondh, District Karnal(Haryana)

.....Workman

Versus

State Bank of Patiala, through its Deputy General manager,
Zonal Office, SCO No.10, Sector 5, Panchkula.

....Management

AWARD

Passed On:-01.03.2023

Central Government vide Notification No. L-12012/05/2016-IR(B-I) Dated 11.03.2016, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of State Bank of Patiala, Panchkula in terminating the services of the workman Sh. Jony Rana S/o Sh. Balwan Singh, Part Time Sweeper w.e.f. 25.04.2012 is justified? If not, what relief the workman is entitled to and from which date?”

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman applied for the Post of Part Time Sweeper and he was appointed on 17.07.2010 vide Appointment Letter no.RO-II/HRY/Staff/PNP dated 06.07.2010 and posted in the State Bank of Patiala, Nissing, District Karnal. The workman has completed more than 240 days continuous service as required under Section 215-B of the Industrial Disputes Act and the workman is entitled to the protection under Section 25-F, 25-G and 25-H of the Industrial Disputes Act which the management has not followed at the time of dispensing the services of the workman. The workman was asked to explain his position vide letter dated 26.05.2011 that he managed to take employment in the bank by concealing the facts about his higher qualification. The workman submitted his reply to the above said letter and then the workman was served with a charge-sheet dated 29.09.2011. The workman filed reply to the competent authority but without considering the reply of the workman. The competent authority appointed Sh. Khushi Ram, Enquiry Officer, State Bank of Patiala, Chowk Fort, Patiala

vide letter dated 30.11.2011. The Enquiry Officer submitted his enquiry report dated 27.01.2012. After serving a show cause notice to the workman, a penalty of removal from service with superannuation benefits were inflicted upon the workman vide order dated 25.04.2012. The enquiry report dated 25.04.2012 given by the Enquiry Officer is not based on true facts. The Enquiry Officer has established the charge against the workman without ensuring the fact that the Bank Officials-Authorities knowingly and intentionally did not produce the person or document in evidence on the basis of which the Bank came to know about the workman's higher qualification and without enquiring into the said fact, the workman was removed from service which is totally against the rules of the Bank. It is therefore, respectfully prayed that the workman may kindly be ordered to be taken back in service with full back wages and continuity of service as well as all consequential benefits, in the interest of justice.

2. Management filed written statement, alleging therein that the present reference is not maintainable and is barred by the limitation on the ground of delay and laches. The workman was removed from the service on 25.04.2012 and the dispute has been raised somewhere in the year 2015 after a period of more than 3 years. The workman is not entitled for any relief as he has not approached this Hon'ble Court with clean hands and has concealed material facts from this Hon'ble Court. The workman has admitted his misrepresentation unconditionally and absolutely number of times so much so during the enquiry proceedings before the Enquiry Officer. The management issued advertisement on 10.06.2009 for the posts of Sweeper on part time basis and it was specifically mentioned in the said advertisement that the qualification of the applicant applying for the post shall be less than Matriculation/10th Class as on date. The workman applied for the post of Part Time Sweeper vide application dated 10.06.2009. In the application, the workman misrepresented his qualification 8th pass/Middle pass from Board of School Haryana whereas the workman has already passed his 10+2 class examination in 2008. The workman has time and again admitted his guilt of concealment of his qualification at the time of applying for the post of Part Time Sweeper. It is therefore, respectfully prayed that in view of the submissions made above in the preliminary objections, the reference may kindly be answered against the workman and in favour of the management.

3. During the pendency of the proceedings before this Tribunal on 01.03.2023, the case was fixed for filing replication by the workman but the workman did not turn up. The workman has given several opportunities to file replication but the workman failed to file replication. Today also i.e. 01.03.2023 none is present on behalf of the workman which shows that the workman is not interested in adjudication of the case on merit. He has also not led any evidence so as to prove his cause against the respondent/management, as such, this Tribunal is left with no choice, except to pass a "No Claim Award". It is also clarified that passing of the no claim award would not bar the workman from approaching the Appropriate Government/this Tribunal for adjudication of this case on merits or filing any fresh claim. Hence, no claim award is passed in the present reference. File after completion be consigned in the record room.

4. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रेलवे राजस्व के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1 चंडीगढ़- के पंचाट (4/2012) प्रकाशित करती है।

[सं. एल - 41012/21/2011- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 4/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Railway (Revenue) and their workmen.

[No. L-41012/21/2011- IR(B-I)]
SALONI, Dy. Director

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.

Present: Sh. J.K. TRIPATHI, Presiding Officer

ID No.4/2012

Registered on:-25.06.2012

Sh. Rakesh Kumar S/o Sh. Som Nath, Ex-Chairman,
VPO Dulehar, Distt. Una(HP)

.... Workman

Versus

Land Acquisition Officer, Railway(Revenue),
Bachhat Bhawan, Tehsil and Distt. Una(HP).

....Management

AWARD

Passed On:-02.03.2023

Central Government vide Notification No. L-41012/21/2011-IR(B-I) Dated 11.06.2012, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Land Acquisition Officer, Railway (Revenue), Bachhat Bhawan, Tehsil and Distt. Una in terminating the services of Sh. Rakesh Kumar, Ex-Chairman son of Sh. Som Nath, VPO Dulehar, Distt. Una(HP) w.e.f. 28.02.2001 without any notice and without any payment of retrenchment compensation is just, valid and legal? To what relief the workman is entitled?”

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman had been engaged as Chainman by the respondent on daily wages in the month of Feb. 2000(28.02.2000) and remained in job continuously till 05.03.2001 and on 05.03.2001 the workman was verbally intimated about termination of job without specifying any reason. The workman had approached the Himachal Pradesh Administrative Tribunal, Shimla but due to lack of jurisdiction the case was dismissed by advising the workman to file case before appropriate forum. Thereafter, the case was referred to Labour Inspector-cum-Arbitrator Una H.P. for adjudication and from Labour Inspector the matter was referred to the Labour Commissioner Shimla H.P. Thereafter, the Govt. of India, Ministry of Labour ordered this Court to adjudicate the matter. The termination of the workman was illegal and unlawful without following the due procedure of Law which required to be set aside. It is therefore, respectfully prayed that the illegal termination of the workman may kindly be set aside and the management may kindly be directed to reinstate the workman in service with whole benefits from the date of termination till re-joining in the interest of justice.

2. Management filed written statement, alleging therein that the workman was engaged as Chainman by the management in the month of February, 2000(28.02.2000). The workman did not remain in the job continuously till 05.03.2001. The workman remained in job as the contract period was further extended periodically from 30.05.2000 to 24.08.2000, 26.08.2000 to 22.11.2000 and 24.11.2000 to 28.02.2001. The workman was engaged on contract basis for a specific period of three months. The workman was initially engaged for 3 months from 28.02.2000 to 27.05.2000 with the condition that his services will stand terminated automatically after the completion of contract period of three months. The workman had rendered his services as Chainman for the last three months on contract from 24.11.2000 to 28.02.2001 and after the completion of this contract, neither the workman made any request for further contract nor this office needed his services.

Therefore, as per conditions of the contract, the services of the workman were automatically deemed to have been terminated after expiry of the contract. The Government of Himachal Pradesh Planning Department letter No.PLG-FC(F)1-9/94-540-Vol-VII dated 16.04.2012 had conveyed that Chainman have been engaged by LAO(Railway), Una but the wages are borne by the Railways hence, State Government Policy of Regularisation of the contractual employees is not applicable to them. Keeping in view the aforesaid facts and circumstances of the case, it is prayed that the application of the workman may please be dismissed.

3. During the pendency of the proceedings before this Tribunal on 02.03.2023, the case was fixed for evidence of the workman but the workman did not turn up for its evidence. The workman has given several opportunities to produce its evidence but the workman failed to produce the evidence. Today also i.e. 02.03.2023 none is present on behalf of the workman which shows that the workman is not interested in adjudication of the case on merit. He has also not led any evidence so as to prove his cause against the respondent/management, as such, this Tribunal is left with no choice, except to pass a "No Claim Award". It is also clarified that passing of the no claim award would not bar the workman from approaching the Appropriate Government/this Tribunal for adjudication of this case on merits or filing any fresh claim. Hence, no claim award is passed in the present reference. File after completion be consigned in the record room.

4. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार साउथ इंडियन बैंक लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (46/2014) प्रकाशित करती है।

[सं. एल-12025/01/2023- आई आर (बी-1)-07]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.46/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam as shown in the Annexure, in the industrial dispute between the management of South Indian Bank Limited and their workmen.

[No. L-12025/01/2023- IR(B-I)-07]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Tuesday the 5th day of April 2022, 15 Caitra 1944)

ID No.46/2014

Workman : A.S. Lakshmi Sharma,
Ambalathumadam
Thekkekkara,
Irinjalakuda
Thrissur - 680121

By Adv.K.S.Venugopalan

Management : The Chairman,
South Indian Bank Limited,
Head Office, Mission Quarters,
Thrissur- 680001

By Adv.Saji Varghese

This case coming up for final hearing on 24.02.2020 and 01.11.2021 and this Industrial Tribunal-cum-Labour Court on 05.04.2022 passed the following:

AWARD

1. This is a claim petition filed under Section 2A(2) of Industrial Disputes Act, 1947 raising industrial dispute on the dispute of dismissal from service.

2. As per the claim statement, the worker was appointed as a Clerk in the Management Bank on 01.08.2011 under Staff Welfare Scheme of the Management. She was confirmed in service on 01.02.2012 after satisfactory completion of probation. The mother of the worker was an employee of the Management Bank and she availed benefit of Voluntary Retirement Scheme. Hence the Bank offered an employment to the worker under the above said scheme. The worker was working sincerely and diligently to the satisfaction of the superiors and her services were recognized by the Management Bank. She availed leave to undergo treatment at Malabar Institute of Medical Science, Kozhikode. She applied for medical reimbursement and at that time, the Management issued a memo to the worker alleging that she had suppressed the fact of her earlier illness while filling up the Personal Information Form before her appointment. In the memo dated 10.05.2013, the Management alleged that the worker had submitted a declaration dated 22.07.2011 to the Medical Officer, answering a question in negative in Clause 5(H) of the Personal Statement Format under the heading "Personal History" in sub heading "Details of serious illness/injuries sustained by accident or otherwise". It is further alleged that in answer to clause 5(E) under sub head "History of Fits, Paralysis, Neurasthenia, Nervous Breakdown etc," the worker submitted the answer as "No". The Management now alleges that the worker has committed a misconduct of 'knowingly making false statement in connection with her appointment'. The worker gave her reply on 25.05.2013. Without considering the reply given by the worker, the Management initiated a domestic enquiry. The enquiry was conducted in total violation of principles of natural justice thereby causing serious prejudice to the worker. The Enquiry Officer submitted her report finding that the charges against the worker was proved. Accepting the finding of the Enquiry Officer, the Disciplinary Authority imposed the highest punishment by dismissing the worker from service. The appeal preferred by the worker was rejected by the Appellate Authority. The Disciplinary Authority as well as the Appellate Authority ought to have seen that the finding of the Enquiry Officer was based on no evidence. The Management ought to have verified whether the worker has given the answer in the proforma fully knowing the consequence and with an intention to suppress the true facts. The mother of the worker was an employee of the Management Bank and her mother has claimed reimbursement of treatment expenses of the worker. The Management ought to have seen that in such circumstances, it is not possible to suppress the information regarding her illness from the Management Bank and the information furnished in the proforma is a bonafide mistake. The worker had no illness related to fits or seizure since 2009. This is clearly certified by a competent Doctor from Sree Chitra Tirunal Institute of Medical Science.

3. The Management filed Written Statement denying the above allegations. According to the Management, the mother of the worker was employed in the Management Bank. After 35 years of service, she applied for Voluntary Retirement from service of the Bank under the Bank Staff Welfare Scheme 2011. As per this scheme, a qualified son or daughter will be offered an appointment in the Bank when the parent applies for voluntary retirement. One of the conditions for recruitment under the scheme was that the candidate for appointment shall not have any sort of mental or physical deficiency and the appointment will be subject to satisfactory medical fitness. After written test and interview, the worker was asked to appear for medical examination in connection with the recruitment. During medical examination, the worker was asked to submit a personal declaration form in a prescribed format to the Medical Officer wherein she was required to fill in the personal history with respect to her medical background. The worker filled the personal declaration form wherein she answered in negative, all the related questions. The worker was offered employment as Probationary Clerk and she joined the Bank on 01.08.2011. Her services were confirmed on 01.02.2012. She was on leave for a long spell and thereafter applied for reimbursement of medical expenses along with a discharge summary. From the discharge report, it has come to the notice of the Bank that the worker had a history of seizure disorder. Hence the Personal Declaration Form submitted by the worker was verified and it was found that she has furnished "No" to a specific question regarding seizure disorder Clause 5(E) of the

declaration. Accordingly a charge sheet was issued and she filed her explanation which was rejected by the Management and a disciplinary enquiry was ordered. The worker fully participated in the enquiry. She was permitted to take assistance of a Union office bearer. She produced documents in the enquiry, copies of the documents produced by the Management and list of witnesses were given to the workman. The Defence Representative cross-examined the witness of the Management. The Enquiry Officer conducted the enquiry following the principles of natural justice. The Enquiry Officer after the analysis of evidence, placed before her came to the conclusion that the charge against the worker is proved. The Disciplinary Authority accepted the findings of the Enquiry Officer and the worker was ordered to be dismissed from the service of the Management. The 1st and 2nd appeals filed by her also came to be dismissed. There is no basis for the contention that a competent Doctor from Sree Chitra Tirunal Institute of Medical Science had certified that the worker was seizure free since 2009. The evidence produced in the enquiry clearly shows that she has illness of seizure even at the time of her application and appointment. It was mentioned in the personal declaration form that any incorrect information will render the candidate liable for termination from service of the Bank. The punishment imposed on the worker is proportionate to the misconduct alleged and it is not shockingly disproportionate as alleged.

4. On conclusion of pleadings, the Enquiry Officer was examined as MW1 and the enquiry files are marked as Exbt.M1 & M2. The issues to be decided in this proceedings are ;

1. Whether enquiry proceedings were conducted in a fair and proper manner following the principles of natural justice ?
2. Whether the findings of the enquiry are based on legal and valid evidence?
3. Whether the punishment awarded is proportionate to the charges proved ?
4. Relief and cost?

5. Issue no.1

After completion of the pleadings, it was examined whether the enquiry proceedings were conducted in a fair and proper manner following the principles of natural justice. This Tribunal vide order dt.02.12.2019 found that the enquiry was conducted in a fair and proper manner following the principles of natural justice.

Hence the issue is decided in favour of the Management and against the worker.

6. Issue no.2

According to the charge memo dt.10.05.2013 issued to the worker, it was alleged that at the time of reporting for medical examination in connection with the recruitment process, the worker submitted a declaration dt.22.07.2011 to the Medical Officer answering a question in negative in Clause 5(H) of the Personal Statement Format under the heading "Personal history" in sub heading "Details of serious illness/injuries sustained by accident or otherwise; Give details:-". Likewise in answer to clause 5(E) under sub head "History of Fits, Paralysis, Neurasthenia, Nervous Breakdown etc...Details to be given". The worker submitted the answer as "No". Subsequently it was found that the worker is a known case of seizure disorder and also suffered from epilepsy. Hence the worker made false declaration/information in connection with her employment in the Bank. The aforesaid acts alleged to have been committed by the worker amounts to 'furnishing false information for the purpose of employment' which is a gross misconduct as per terms of Bipartite Settlement applicable to the worker. Since the explanation submitted by the worker was not satisfactory, the Management instituted an enquiry against the worker. The worker fully participated in the enquiry with the help of the defence assistant of her choice. The Management produced 34 exhibits and examined one witness in the proceedings. On the defiance side two documents were marked, however no witness was examined. After completion of the enquiry, the Enquiry Officer submitted his report dt.03.09.2013 finding that the charges levelled against the worker is fully proved. The Disciplinary Authority forwarded a copy of the report to the worker. After considering the reply given by the worker, the Disciplinary Authority proposed a punishment of dismissal from service. The Disciplinary Authority also gave an opportunity for personal hearing and thereafter confirmed the punishment of dismissal from the services of the Bank w.e.f. 24.10.2013.

7. The worker applied for the post of probationary clerk under Staff Welfare Scheme of 2011, vide her application dt.11.06.2011, Exbt.MEX 15 in the enquiry file. As per the Staff Welfare Scheme, Exbt.MEX 16 the appointment under the scheme is subject to parent taking voluntary retirement from the services of the Bank and the candidate shall have the minimum qualification and shall not have any sort of

mental/physical deficiency and the appointment will be subject to satisfactory medical fitness. After qualifying the test and interview, the worker attended the medical checkup wherein the worker filled in the Personal Statement Form. In Exbt.MEX 17 submitted by the worker in the Personal History portion at clause 5(E), "History of Fits, Paralysis, Neurasthenia, Nervous Breakdown etc...Details to be given" the worker has given the reply as "No". In Clause 5(H) "Details of serious illness/ injuries sustained by accident or otherwise; Give details:-" also the worker has furnished a reply "No". In the Exbt.MEX 18 medical report, the worker was declared fit for employment in the Bank. Accordingly the worker was called for an induction program for candidates short listed for appointment as probationary clerks under Staff Welfare Scheme 2011 as per Exbt.MEX 19. In Exbt.MEX 19, it was informed to the worker that if the information already furnished by the worker is found false or incorrect, the offer of appointment will stand withdrawn. The worker was appointed under the scheme as her mother Radhalakshmi C. R, a Stenographer of the Bank took voluntary retirement vide MEX 20 memorandum dt.30.07.2011 and the worker was appointed as a Probationary Clerk as per MEX 23. She was confirmed in the service of the Bank on 01.02.2012. Later the worker submitted an application dt.21.06.2012 for reimbursement of medical expenses of Rs.1,75,658/- for the hospital expenses at Malabar Institute of Medical Science for the treatment taken from 31.05.2012 to 14.06.2012. From the discharge summary, it is seen that the worker is a known case of seizure disorder and that she was normal till one month back except for a seizure which occurred one year back. It was also seen that the worker had taken treatment in Sree Chitra Tirunal Institute for Medical Sciences & Technology, Trivandrum and therefore the Management made a reference to Sree Chitra Tirunal Institute for Medical Sciences & Technology vide Exbt.MEX 27 letter dt.05.10.2012. In its reply dt.25.07.2012, Exbt.MEX 28 and 09.10.2012 Exbt.MEX 29, Sree Chitra Tirunal Institute for Medical Sciences & Technology informed that the worker was presented with seizure from the age of 13 years and she had febrile seizure at the age of 2½ years. On further investigation by the Management, they found that the mother of the worker used to claim reimbursement of medical expenses for continuous treatment of her daughter since 2006. The copies of the bills were produced in the enquiry as Exbt.MEX 30(a) to (q). The documents DEX 1 and DEX 2 produced by the worker also confirmed that the worker was under treatment in Sree Chitra Tirunal Institute for Medical Sciences & Technology from 2006 onwards.

8. On the basis of the above evidences the Enquiry Officer and also the Disciplinary Authority and Appellate Authority came to the conclusion that the declaration given by the worker in Exbt.MEX 17 statement before the Medical Officer for the purpose of medical checkup is incorrect and false, particularly with regard to personal history data in 'E' where the history of fits is specifically called for.

9. From the above details it is clear that the finding of the Enquiry Officer, Disciplinary Authority and Appellate Authority are based on legal evidence.

Hence the issue is decided in favour of the Management and against the worker.

10. Issue no 3 & 4

According to the learned Counsel for the Management, the worker was appointed as a Probationary Clerk under Staff Welfare Scheme 2011, a copy of the scheme is produced as Exbt.MEX 16 in the enquiry file. As per the general conditions 3 of the scheme, the candidate for appointment shall not have any sort of mental or physical deficiency and the appointment will be subject to satisfactory medical fitness. Accordingly the appointment of the worker as a Probationary Clerk was given on her declaration before the Medical Officer that she doesn't have a history of fits and also that she does n't have any serious illness. As already stated the Exbt.MEX 19 call letter dt.26.07.2011 for training also clearly stated that if the information furnished is found to be false or incorrect, the appointment will stand withdrawn. According to the learned Counsel for the Management, since the worker violated the above terms by giving a false declaration before the Medical Officer and since her appointment is based on the medical fitness certificate on the basis of her declaration, she is not entitled to continue in service. According to the learned Counsel for the worker, the worker had no episodes of seizure after 2009 and therefore she failed to disclose the fact that she had a previous history of epilepsy. In the enquiry report, referring to Exbt.MEX 25, the Discharge Summary dt.14.06.2012, the Enquiry Officer as well as the Disciplinary Authority confirmed that the worker had a seizure one year prior to 14.06.2012 and therefore her claim that there was no incident of seizure after 2009 is not correct. The learned Counsel relied on Exbt.DEX1 certificate issued by Dr.Ashalatha R, Associate Professor, Department of Neurology, Sree Chitra Tirunal Institute for Medical Sciences & Technology, Trivandrum to point out that the worker is seizure free since 2009. The learned Counsel for the worker also pointed out that the mother of the worker was taking medical reimbursement from the Management Bank for treatment of the worker and it is not possible to suppress the information regarding her illness from the Bank. Taking into account all the evidence in totality adduced before the Enquiry Officer, it is clear that the worker suppressed the incidents of epilepsy before the Management at the time of appointment. The learned Counsel for the worker argued that the punishment of dismissal from the service of the Bank awarded to the worker is disproportionate to the charges

proved against her. As per Memorandum of Settlement on Disciplinary Action Procedure for workmen, signed between Indian Banks Association and Workmen Union on 10.04.2002 in Clause 5(m) “knowingly making false statement in any document pertaining to or in connection with his employment in the Bank” is a gross misconduct. It is true that the worker is appointed under a Welfare Scheme against the voluntary retirement of her mother. However giving false statement fully knowing that it is false for securing the employment cannot be treated lightly. The Hon'ble Supreme Court in various judgments has categorically held that any false declaration, statement or evidence for obtaining an employment will have to be treated very seriously. The Hon'ble Supreme Court of India in **Bank of India Vs Avinash D. Mandvikar**, AIR 2005 SC 3395 considered the question of a person getting an employment in the Bank by producing false Cast Certificate. The Hon'ble Supreme Court held that a person who has obtained employment by illegitimate means cannot continue in employment. He does not even have a shadow of right to be considered for an appointment.

11. Having found that the disciplinary enquiry is conducted in a fair and proper manner and the findings of the Enquiry Officer are based on legal evidence, I am not inclined to interfere with the punishment imposed by the Disciplinary Authority and confirmed by Appellate Authority.

Hence the issue is decided in favour of the Management and against the worker.

12. Hence an award is passed holding that the worker is not entitled for reinstatement in the employment as claimed in this industrial dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 5th day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Worker:- Nil

Witness for the Management:-

MW1 - Smt. Sheela Davis, dt. 15.12.2016

Exhibits for the Worker:- Nil

Exhibits for the Management:-

M1 & M2 - Enquiry files

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फ़ेडरल बैंक लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (14/2015) प्रकाशित करती है।

[सं. एल-12011/21/2015- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.14/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam as shown in the Annexure, in the industrial dispute between the management of M/s. Federal Bank Ltd and their workmen.

[No. L-12011/21/2015- IR(B-I)]

SALONI, Dy. Director

ANNEURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT,
ERNAKULAM

Present: Shri. V .VIJAYA KUMAR, B. Sc, LLM, Presiding Officer

(Thursday the 28th day of April 2022, 8 Vaisakha 1944)

ID No. 14/2015

Workman/Union : The General Secretary
 Federal Bank Employees' Union
 Central Office, Aluva
 Ernakulam –

By Adv. C. Anilkumar

Management : The Dy. General Manager (H.R.)
 M/s.Federal Bank Ltd
 Federal Towers, Aluva
 Ernakulam - 683101

By M/s. B. S. Krishnan Associates

This case coming up for final hearing on 05.10.2021 and 17.01.2022 and this Industrial Tribunal-cum-Labour Court on 28.04.2022 passed the following:

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-12011/21/2015-IR(B-I) dated 13.03.2015 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the action of the management of Federal Bank in awarding the capital punishment of compulsory retirement with superannuation benefits imposed on Shri.Kuriakose P.M. is justified ? If not, to what relief he is entitled ? ”

3. The Union filed claim statement. Sri.Kuriakose P.M. is the workman and is a member of the Union. He joined in management as a Bankman in 1983 and was promoted to clerical cadre w.e.f. 1988. While working as a Clerk under the management Bank in their Perumbavoor branch, the workman was served with a charge memo cum enquiry notice dt.19.09.2013. The workman denied the allegations of the management. The allegations against the workman in the charge sheet were that

1. Riotous or disorderly or indecent behavior on the premises of the Bank.
2. Willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior
3. Doing any act prejudicial to the interest of the management/Bank or gross negligence or negligence involving or likely to involve the Bank in serious loss and acts of minor misconduct of (a) Neglect of work, negligence in performing duties, (b) Breach of any rule of business of Bank or instructions of running any department (c) Committing nuisance on the premises of the Bank and (d) Failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the Bank, unseemly or unsatisfactory behavior while on duty.

The incident leading to the above charge sheet was that the workman refused to accept E-fee from a customer, Smt.Asha Biju on 15.06.2013 inspite of instructions from Bank Manager though the finnnace network in the branch was down. It was further alleged that the workman misbehaved with a probationary officer who instructed the workman to accept the cash and shouted against him in abusive language. A domestic enquiry was conducted. The Enquiry Officer as well as the Presenting Officer was legally qualified and years of experience as Lawyers. In the order dt.19.09.2013 itself it was made clear that the Enquiry Officer has no right to grant permission to the workman to engage a

lawyer to defend the enquiry. The Enquiry Officer did not examine the relevant witnesses and examined only interested witnesses to prove the charges against the workman. The enquiry was conducted without providing originals of certain vital documents relating to the charges. The proceedings of the enquiry were conducted in flagrant violation of principles of natural justice and fairness. The Enquiry Officer ignored the contradictions in the evidence adduced by the management. The genuineness of the complaints submitted by the customers could not be ascertained as the workman did not get an opportunity to cross examine them in the enquiry. The findings of the Enquiry Officer are totally perverse and are not supported by legally sustainable evidence. The Disciplinary Authority agreed with the findings of the Enquiry Officer and proposed punishment of dismissal without notice. The Disciplinary Authority did not consider the evidence independently and also the meritorious service rendered by the workman. The cheque details were entered in system when the system went down and the Bank was not in a position to operate the finnnacle. The cheque could not be returned to the customer as the details were entered in the system and the workman was not in a position to cancel the cheque. The workman was directed to accept cash against the practice and procedure as on that date. The punishment imposed to the workman is highly disproportionate to the charges alleged. The workman was not alternately or profitably employed or engaged elsewhere after the termination by the management.

4. The management filed written statement denying the above allegations. Disciplinary proceedings were initiated against the workman while he was working as Clerk at Perumbavoor branch Management Bank. It was alleged that the workman misbehaved with customers and staff of the Bank using abusive language and also failed to give proper customer service leading to complaints from them. On 15.06.2013, Smt.Asha Biju came to the branch for remitting E-fee. The core banking system in the branch was down from 11.30 am and the Branch Manager instructed to accept cash from the customer present at the banking hall and to make corresponding entries in the finnnacle later. Smt.Asha Biju stood in the queue before the counter managed by the workman at 12.20 pm to remit E-fee. The workman closed the counter and asked Smt.Asha Biju to go to another counter. The workman refused to accept cash from Smt.Asha Biju and also other customers in the queue. Since it was the last date for remitting fee without fine Smt.Asha Biju begged the workman to accept fee before closing the counter. The workman refused and Smt.Asha Biju sought the help of Sri.Vijin K.V. a probationary officer. Sri. Vijin instructed the workman to accept cash from Smt.Asha Biju. The workman shouted at Sri. Vijin in front of customers and other staff. The Branch Manager called the workman to his cabin and one Sri.Subair came to the cabin and told the Branch Manager in front of the workman he has closed 8 accounts with the branch only because of the ill treatment and improper service rendered by the workman. The workman left the branch at 1.45 pm without obtaining permission or informing the authorities. The workman was also served with a memorandum dt.30.04.2013 alleging that he misbehaved with one Sri.Afsal on 23.03.2013. The explanation submitted by the workman was not satisfactory. Considering the seriousness of the matter, the workman was placed under suspension and an enquiry was ordered to look in to the charges levelled against him. The statement that the Enquiry Officer has no right to grant permission to engage a lawyer to defend the enquiry is not correct. The workman never requested for engaging a lawyer and he was defend in the enquiry by an Executive Committee member of the Union. The Enquiry Officer conducted the enquiry as per rules and strictly in accordance with principles of natural justice. As per the provisions of Bipartite Settlement, the workman has no right to engage a lawyer to defend him in the enquiry. The Enquiry Officer conducted the enquiry proceedings in a fair and judicious manner following the principles of natural justice. A copy of the findings of the Enquiry Officer was forwarded to the workman. He offered his comments on the findings on 07.03.2013. The findings of the Enquiry Officer was based on the evidence adduced before him and also appreciating the entire material placed before him by the parties. After analyzing the entire records of enquiry, the Disciplinary Authority concurred with the findings of the Enquiry Officer and held that the workman was guilty of committing acts of gross misconduct. Before imposing the punishment, the workman was afforded an opportunity of personal hearing on 30.04.2013 by the Disciplinary Authority. The appeal submitted by the workman was also rejected by the Appellate Authority. Though the workman was proceeded against and was imposed with punishment for misbehavior with the customer on earlier occasions also, there was no improvement in the workman. Hence the punishment awarded on the workman cannot be held to be disproportionate to the charges proved against in the enquiry. If for any reason, the domestic enquiry conducted against the workman is found to be vitiated in any manner, the management may be permitted to adduce evidence to substantiate the charges levelled against the workman.

5. The workman filed rejoinder denying the allegations in the written statement filed by the management and reiterating the pleadings in the claim statement.

6. On conclusion of pleadings the disciplinary enquiry file is marked as Exbt.M1 by consent of parties.

7. The issues to be decided are;

1. Whether the disciplinary enquiry is conducted in a fair and proper manner following the principles of natural justice ?
2. Whether the finding of the Enquiry Officer and Disciplinary Authority are based on legal evidence and whether any perversity in the findings ?
3. Whether the punishment awarded is proportionate to the charges proved in the enquiry?
4. Relief and cost?

8. Issue no.1

The issue whether the enquiry is conducted in a fair and proper manner following the principles of natural justice was taken as a preliminary issue. After elaborate examination of the enquiry file, the proceedings and hearing the arguments of the Counsels, this Tribunal vide its order dt.06.06.2020 concluded that the enquiry is conducted in a fair and proper manner following the principles of natural justice.

9. Issue no.2

The workman was charged with the following acts of gross misconducts.

There are 3 incidents leading to the above charge sheet. The 1st incident is in respect of the complaint of Smt.Asha Biju. Smt.Asha Biju on 15.06.2013 came to the cash counter where the workman was working as Cashier, to remit E-fee of her daughter studying in Christava Mahilalayam Public School. He refused to accept the money inspite of her request that it was the last date for remitting the fees. Workman refused to accept the money inspite of direction from Sri.Vijin K. V., Probationary Officer. When Sri.Vijin insisted for collecting the money, the workman used abusive language against Sri.Vijin and left the Bank without taking permission from the Branch Manager. The 2nd incident involves one of its customers, Sri.Subair. When the Branch Manager was enquiring with the workman regarding the incident involving Smt.Asha Biju, Sri.Subair came to the cabin of the Branch Manager and told the Branch Manager in front of the workman that he had closed his 8 accounts with the Branch only because of the ill treatment and improper service rendered by the workman. The 3rd incident involves a complaint from Sri.Afsal K. I. who is the Director of M/s.Aluva Plastic Consortium Pvt Ltd and Managing Director of M/s.Velakode Rubber and Reclaims Pvt Ltd. He filed a complaint alleging that the workman insulted and behaved rudely with him in the presence of his employees and other customers. He also complained that the worker behaved inappropriately with him on many earlier occasions. Accordingly a charge sheet was issued to the workman. He submitted his explanation. Since the Management found the explanation not satisfactory, a charge sheet was issued to the workman. The Management appointed an Enquiry Officer and a Presenting Officer and the worker engaged an Executive Committee member of the Federal Bank Employees Union as the defence assistant. In the enquiry, 4 witnesses were examined and 6 documents were marked on the side of the Management. The workman examined himself as the defence witness and marked 2 documents on his side. The Enquiry Officer submitted his findings vide his report dt.17.02.2014 holding that the charges against the workman are proved. After examining the enquiry report and the evidence, the Disciplinary Authority proposed a punishment of dismissal without notice on the workman. Before imposing punishment the workman was also given an opportunity for personal hearing. After considering the submissions of the workman, the Disciplinary Authority took a lenient view and imposed a punishment of compulsory retirement. The appeal submitted by the workman before the Appellate Authority was also dismissed. According to the learned Counsel for the workman, the Enquiry Officer and also the Disciplinary Authority failed to consider the contradictions in the evidence adduced by the Management before the Enquiry Officer. He pointed out that in the complaint filed by Smt.Asha Biju produced as Exbt.ME4 in the enquiry, she has not made any specific complaint against the workman. He further pointed out that the incident happened on 15.06.2013, whereas the complaint is seen filed on 17.06.2013. The learned Counsel for the workman also pointed out certain variations in the time of incident given by the witness in the enquiry. He further pointed out that Exbt.DE1 and Exbt.DE2 would show that the amount as per the slip brought by Smt.Asha Biju was Rs.3150/- and the actual amount paid was Rs.3,165/-. The learned Counsel for the Management pointed out that the deposition of the workman in the enquiry was that the voucher brought by Smt.Asha Biju was not at all filled up and she requested him to verify from the computer the amount to be deposited towards fees. According to him, the claim of the workman is actually inconsistent with evidence produced by him.

10. With regard to the incident regarding the complaint of Sri.Subair, the Enquiry Officer himself found that there is no supporting evidence produced by the Management and therefore it cannot be accepted. With regard to the 3rd incident involving Sri.Afsal, the learned Counsel for the workman pointed out that the evidence do not support the fact that the complainant Sri.Afsal was present at the counter managed by the workman on 23.03.2013. Sri.Afsal was examined as MW1 in the enquiry. He stood by his complaint and the

evidence of MW1 could not be shattered in cross examination.

11. The learned Counsel for the Management also pointed out that this is not the first incident when the workman was charge sheeted for misbehaviour with customers. He pointed out that the workman was charge sheeted on two occasions earlier on same or similar charges. The learned Counsel for the Management pointed out that in the first order by the Disciplinary Authority dt.10.09.2005, the workman was awarded a punishment of reduction of basic pay by one stage in the scale of pay. In the 2nd incident that culminated in an order dt.08.12.2006, on charges of negative behavior resulting in deficiency of service to a lady customer from Austria, though the charges were proved, the Disciplinary Authority considering the submissions of the workman issued an order taking a lenient view and advised the workman to be more careful in discharging his duties and be more courteous in dealing with customers in future. The workman was also warned that if such or similar incident is reported against him, it will be viewed very seriously and appropriate disciplinary action will be initiated against him.

12. The Apex Court in various judgments had considered the standard of proof required in a domestic enquiry. It is a settled law that in a domestic enquiry the strict and sophisticated rules of evidence may not apply. All materials which are logically probative for a prudent mind are permissible in a disciplinary enquiry. The Hon'ble Supreme Court in **State of Haryana and others Vs Rattan Singh**, 1977 AIR SC 1512 held that “The simple point is, was there some evidence or was there no evidence not in the sense of the technical rules governing regular court proceedings but in a fair common-sense way as men of understanding and wordly wisdom will accept. Viewed in this way, sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available for the court to look into because it amounts to an error of law apparent on the record”. Applying the above test to the facts of the present case, it can be seen that there is adequate evidence to establish the case of the Management against the workman.

Hence I find that the finding of the Enquiry Officer and the Disciplinary Authority is supported by legal evidence.

13. Issue no.3

According to the learned Counsel for the workman, the punishment of compulsory retirement with superannuation benefits imposed on the workman is disproportionate to the charges proved against him in the enquiry. The learned Counsel for the Management on the other side pointed out that the workman was charge sheeted twice on charges of disorderly and riotous behaviour with senior officers and customers. Once he was imposed a punishment of reduction of basic pay by one stage in the scale of pay and on a subsequent occasion though the charges against him was proved, the Disciplinary Authority took a lenient view and allowed the matter to rest with a warning that if such or similar incidents are reported against him, it will be viewed very seriously and appropriate disciplinary action will be initiated against him. He further pointed out that this is the 3rd incident where he misbehaved with senior officer and also customers which is proved in the enquiry and therefore the workman deserves no sympathy. The learned Counsel for the Management argued that the punishment imposed on the workman by the Management is proportionate to the charges proved against him. Learned Counsel for the Management relied on the decision of the Hon'ble Supreme Court of India in **Standard Chartered Bank Vs R. C. Srivastava**, Civil Appeal no.6092/2021. In the above case the Hon'ble Supreme Court considered the limit of the Industrial Tribunals to interfere with the punishment imposed by the Disciplinary Authority. The Hon'ble Supreme Court held that “The decision of the Labour Court should not be based on mere hypothesis. It cannot overturn the decision of the Management on ipse dixit. Its jurisdiction U/s 11-A of the Act, 1947 although is a wide one but it must be judiciously exercised. Judicial discretion it is trite, cannot be exercised either whimsically or capriciously. It may scrutinize or analyze the evidence but what is important is how it does so”. In this case, the Management substantially proved the charges against the workman and even the evidence adduced by him in the enquiry will not discredit the evidence by the Management. Further the learned Counsel for the Management pointed out that this is the 3rd incident where the workman misbehaved with the senior officers and also the customers. In another recent decision, **State Bank of India Vs K. S. Viswanathan Nair**, 2022 SC 2531 the Hon'ble Supreme Court examined its earlier decisions on the issue. The Hon'ble Supreme Court held that if there is some evidence that the authority entrusted with the duty to hold the enquiry as accepted and which evidence may reasonably support the conclusion that the delinquent officer is guilty of the charges, it is not the function of the High Court in a petition under Article 226 of the Constitution of India to review or re-appreciate the evidence and to arrive at an independent finding on the evidence. In **State Bank of Bikaner and Jaipur Vs Nami Chand Nalwaya**, 2011 4 SCC 584 the Hon'ble Supreme Court held that if the enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of evidence or the reliable nature of the evidence will not be a ground for interfering with the findings in the departmental enquiries.

14. In this case it is found that the enquiry was conducted in a fair and proper manner following the principles of natural justice and finding of the Enquiry Officer and the Disciplinary Authority are based on evidence and there is no perversity in the findings. It is also relevant that the workman was charge sheeted on same or similar charges on earlier two occasions. The minor contradictions in evidence pointed out by the learned Counsel for the workman cannot be taken as a ground for interfering with the decisions of the Disciplinary Authority.

15. Hence I find that the punishment of compulsory retirement with superannuation benefits is proportionate to the charges proved against him. Hence the issue is decided in favour of the Management and against the workman.

16. Issue no.4

It is already found that the disciplinary enquiry was conducted in a fair and proper manner and there is no perversity in the finding by the Enquiry Officer and the Disciplinary Authority. It is also found that the punishment of compulsory retirement with superannuation benefits imposed on the workman is proportional to the charges proved against him.

17. Hence the action of the Management in awarding the punishment of compulsory retirement with superannuation benefits on the workman is justified and he is not entitled for reinstatement into the service of the Management and other consequential benefits claimed by him.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 28th day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Workman :- Nil

Witness for the Management:- Nil

Exhibits for the Workman :- Nil

Exhibits for the Management:-

M1 - Disciplinary enquiry file (marked by consent)

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 510.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ त्रावनकोर के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (30/2014) प्रकाशित करती है।

[सं. एल - 12025/01/2023- आई आर (बी-1)-08]

सालोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 510.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.30/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam as shown in the Annexure, in the industrial dispute between the management of M/s State Bank of Travancore and their workmen.

[No. L-12025/01/2023— IR(B-1) -08]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL—CUM—LABOUR COURT, ERNAKULAM**

Present: Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Monday the 18th day of April 2022, 28 Caitra 1944)**ID No.30/2014**

Worker :Smt.Anumol K. A.

Vettiyadan House

Chettichal

Chemboochira P.O.

Thrissur - 680684

By Adv.A. Jayasankar

Management : The Chief Manager

M/s.State Bank of Travancore

Chalakudy Main Branch

Kalleli Estate Building

Chalakudy – 680307

By Adv.C. Anil Kumar

This case coming up for final hearing on 20.02.2020 and 15.06.2021 and this Tribunal-cum-Labour Court on 18.04.2022 passed the following:

AWARD

1. This is an industrial dispute filed U/s 2A(2) of Industrial Disputes Act, 1947.
2. According to the claim statement, the worker was employed as a temporary Peon in Chalakudy Main Branch of the Management Bank from November 2008 onwards. The Branch is having 5 peons, 3 of them are temporary hands including, the worker herein. The worker was engaged in the section which dealt with Govt payments. Her services were continuous and uninterrupted. She was initially paid Rs.125/- per day and later it was enhanced to Rs.175/- per day. The temporary workers including the worker were initially paid through cash vouchers prepared against their own names. From 2011 onwards the temporary Peons were directed to prepare cash vouchers against different names to disprove any claim based on continuous service. The worker got married on 24.06.2012 and the betrothal was held on 13.06.2012. The entire staff of the Chalakudy Branch attended the betrothal ceremony and few of them attended the wedding ceremony as well. The worker availed maternity leave from 14.04.2013 and one Smt. Girija was engaged as her substitute. The worker reported for duty on 31.07.2013 and the Manager directed the worker to rejoin duty from 01.08.2013. However he did not permit her to resume duty from 01.08.2013. The worker approached various officers of the Bank and Trade Union. Since the efforts were not successful, she filed a complaint before the Assistant Labour Commissioner (Central) on 26.11.2013. Though the Conciliation Officer conducted meetings on various dates, the same was not successful in view of the adamant stand taken by the Management. The termination of the service of the worker is in violation of Sec 25F and 25G of the Industrial Disputes Act. The worker was kept out of employment whereas her substitute is still retained in service.
3. The Management filed written statement denying the above allegations. The worker herein is not an employee of the Management. The worker had worked in Chalakudy Main Branch of the Management Bank as a casual labourer on daily wages and utilized her service for some additional works available in the Branch as and when required. Her engagement was prior to 2011 and during the period of her engagement, she had not worked for 240 days in any particular year. There were 3 permanent Peons working in the said Branch and there was no requirement for any additional Peon in the Branch on permanent basis. State Bank of Travancore being a nationalized Bank and a 'state', comes under the purview of Article 12 of Constitution of India. While appointing employees, the Management Bank is bound to follow the procedure for public appointment including the reservation policy of the Govt.

Appointments in the Peon category in the Management Bank is done by inviting applications from public by conducting test and interview. Another process for appointment in the Peon category is by promotion of eligible part-time Sweepers of the Bank. The worker was never appointed as an employee of the Bank. The attempt of the worker is to get an entry into the service of the Management Bank through back door. As the engagement of the worker was purely on casual basis, there is no requirement of following the procedure for retrenchment under the Industrial Disputes Act. The worker was engaged on casual basis and does not have continuous service under the Management. After engagement of the worker, there is no engagement of any casual hands in the Branch. A selection process for filling up the post of Peons was conducted in 2013. 761 vacancies in existence throughout Kerala was covered by the said notification. Had the worker been eligible for appointment as a permanent employee, she ought to have applied for the post. The claim of the worker that she was initially paid Rs.125/- per day which was later increased to Rs.175/- is denied by the Management. The Management did not generate any vouchers in fictitious means as claimed by the worker. The claim that the entire staff of Chalakudy Branch attended the betrothal ceremony of the worker on 13.06.2012 cannot be correct as the said date is a working day. There is no provision for maternity or any other kind of leave to casually engaged workers. As per the records, the worker was not engaged by the Branch during 2013. There is no violation of Sections 25F or 25G of the Industrial Disputes Act. The worker was not entitled for any relief in view of the decision of the Hon'ble Supreme Court of India in **Secretary, State of Karnataka and others Vs Uma Devi and others**, 2006 (4) SCC 1.

4. The worker filed a rejoinder denying the allegations in the written statement filed by the Management. The worker is not claiming any permanent employment in the industrial dispute. The worker is only claiming reinstatement as a temporary peon. The worker was a temporary employee of the Management Bank and she was not a casual labourer. Her services were continuous and uninterrupted ever since November 2008. The worker continued in service till 14.04.2013 and she completed more than 240 days in every calendar year. She worked for 6 days every week and 52 weeks every year. She was employed on all days except Sundays and public holidays. She was a daily rated employee, whose wages were disbursed every weekend. Her name did not figure either in attendance register or wages register. She issued vouchers while accepting wages during the weekend. Sri. Thomas Kachapilly, Assistant Manager compiled the service particulars and telephone numbers of the employees of the Chalakudy Main Branch during 2011 and 2012. Those compilations contain the name of the worker and she is described as a temporary employee. The worker was not engaged on need basis as claimed by the Management. Her services were continuous and uninterrupted. Since she continued in employment for years together, the provisions of Industrial Disputes Act are applicable to her. The contention that there was no engagement of casual hands after engagement of the worker is not correct. There was no work available for an additional hand in the Chalakudy Branch after the engagement of the worker is not correct as Smt. Girija was engaged as the worker's substitute when she availed maternity leave. Smt. Savitha Mohan also continued as a temporary peon in Chalakudy Branch. Sri. D. Jayaprakash was the Chief Manager in Chalakudy Main Branch during 2008 when the worker was engaged as a temporary employee. At that time vouchers were generated against the names of temporary employees. During September 2011, the Chalakudy Branch was upgraded to AGM Branch and Sri. P. M. Sreedharan joined on 12.09.2011 as Head of the Branch. He insisted that temporary employees should prepare and sign on vouchers against fictitious names so as to defeat their claim to continuous employment. As a temporary Peon, the worker was posted in the section which dealt with Govt payments. The Manager (Accounts) was her superior officer. Sri. Neelakandan Potty was the Manager (Accounts) in 2008 and he was replaced by Smt. Lekha Vaman during June 2010. In addition to peon's duties, the worker was maintaining the scrolls regarding remittance to the Central Board of Direct Taxes, Central Board of Excise collection, the Southern Railway and Calicut University. Those scrolls will disprove the claim of the Management. The betrothal ceremony of the worker was held on 13.06.2012 at St. Mary's Feronia Church, Chalakudy which is half a Kilometer away from the Branch. The entire staff of the Branch including AGM Sri. P. M. Sreedharan and Manager (Accounts) Smt. Lekha Vaman attended the function. Though it was a working day, the staff members came in batches. The wedding was solemnized at St. John Baptist Church, Moonnumuri which is 19 Kilometers away from the Branch. Smt. Lekha Vaman along with her husband and few other staff attended the wedding ceremony. The maternity leave was granted verbally by the then Assistant General Manager Sri. A. R. Krishna Das. By the time she reported for duty on 31.07.2013 he was transferred and Sri. E. Thamban Nair had taken charge as

Chief Manager and it was he who denied the worker employment. Sections 25F, 25G and 25H of the Industrial Disputes Act are applicable to the worker in the instant case. The worker was denied employment w.e.f. 01.08.2013. The denial of employment amounts to illegal retrenchment. Hence she is entitled to be reinstated with full back wages and all consequential benefits.

5. After completion of the pleadings, the worker was examined as WW1 and marked Exbts.W1 to W4 and M1 to M17 through her. The Management examined MW1.
6. The issues to be adjudicated in the industrial dispute are;
 - a. Whether the termination of the worker's service by the Management Bank is illegal ?
 - b. Relief and cost?

7. **Issue no.1**

The learned Counsel for the Management raised the preliminary issue that the worker was engaged on a casual basis and therefore she will not come within the definition of 'workman' U/s 2(s) of the Act. The learned Counsel for the worker argued that the worker was a temporary employee of the Management Bank and therefore she will come within the definition of workman U/s 2(s) of the Act. The question whether a casual will come within the definition of workman U/s 2(s) of Industrial Disputes Act was conferred by the Hon'ble High Court of Kerala in **Sreekumar K. Vs Managing Director, KTDC Ltd**, 2019 1 KHC225 and held that

“ Para 18. From this it is quite evident that the definition of the term 'workman' U/s 2(s) of the Industrial Disputes Act includes a casual employee as well and hence the decision cited (Supra) (in the context governed by the provisions of Workmen's Compensation Act) is not at all attracted to the case in hand ”.

The learned Counsel for the Management further pointed out that in view of the decision of the Hon'ble Supreme Court of India in **State of Karnataka Vs Uma Devi**, 2006 4 SCC 1, in the absence of any statutory provision, it is not possible to regularize the service of the worker. The learned Counsel for the worker pointed out that she is not claiming the regularization of the worker in the service of the Management Bank and is only claiming her reinstatement in the service of the Bank as a temporary employee with full back wages and consequential benefits.

8. According to the learned Counsel for the worker, the worker worked as a temporary peon for the period from November 2008 to April 2013 in the Chalakudy Main Branch of the Management Bank. She was dealing with Govt payments and was initially paid Rs.125/- per day and later it was enhanced to Rs.175/- per day. He also pointed out that upto September 2011 the worker was paid through vouchers prepared in her name and from October onwards the worker was directed to prepare cash vouchers against different names to disprove the claim based on continuous service. The learned Counsel also pointed out that all the staff members of Chalakudy Main Branch of the Management Bank attended the betrothal of the worker on 13.06.2012 and some of the officers and staff attended her marriage on 24.06.2012. It is also argued that the worker availed maternity leave from 14.04.2013 and one Smt. Girija was engaged as her substitute. When the worker reported for duty on 01.08.2013, she was not permitted to resume her duty.
9. According to the learned Counsel for the Management the worker was not an employee of the Management Bank. She worked as a casual employee in Chalakudy Branch. He also pointed out that the worker was engaged prior to 2011 and during the period of her engagement, she had not worked for more than 240 days in one calendar year. The learned Counsel also pointed out that since the engagement of the worker was purely on casual basis, there is no retrenchment and therefore there is no requirement for following the procedure for retrenchment under the Industrial Disputes Act. According to the Counsel, there was a selection process for filling 761 posts of Peon in the year 2013. Had the worker been eligible, she ought to have been appointed as a permanent employee. He also denied the allegation that after 2011 vouchers were prepared in different names to defeat the claim of the continuous employment of workers.
10. According to the learned Counsel for the Management, the worker being a casual employee, the provisions U/s 25F of Industrial Disputes Act is not applicable to her. As per Sec 25F,

“Conditions precedent to retrenchment of workman:- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until

- a. The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has seen paid in lieu of such notice, wages for the period of the notice;
- b. The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof, in excess of 6 months; and
- c. ----”

The two conditions that are required to be satisfied for the application of Sec 25F are

- a. There shall be a retrenchment of the workman and
- b. The workman shall have a continuous service for not less than one year under an employer

As per Sec 2(oo), “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than a punishment inflicted by a way of disciplinary action, but does not include

- a. voluntary retirement of the workman or
- b.
- bb.

According to the learned Counsel for the worker, the decision of the Hon'ble Supreme Court of India in **State Bank of India Vs Sundaramani**, 1976 KHC 291 and **Punjab Land Development and Reclamation Corporation Ltd Vs Presiding Officer, Labour Court, Chandigarh**, 1990 KHC 92 concluded that “Applying the above reasoning; principles and precedents, to the definition in Sec 2(oo) of the Act, we hold that “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever except those expressly excluded in the section”. In this particular case, the case of the worker is that she joined the service of the Management Bank as a temporary Peon in November 2008 and she was denied employment w.e.f. 01.08.2013 after availing maternity leave from April 2013 onwards. Exbts.M1 to M17 produced through the worker will substantiate the fact that the worker worked in the Chalakudy Branch of the Management Bank till 13.04.2013. Though it is not specifically marked in this proceedings, additional document no.33 filed by the Management, the debit vouchers also would establish that the worker was working with the Management Bank from 2009 onwards and the last voucher payment is dt.13.04.2013 made by the Management Bank to the worker. So it is clear from the available evidence that the worker worked with the Chalakudy Branch of the Management Bank upto 13.04.2013 and she was terminated when she reported for duty after availing leave. There is adequate evidence to support the case of the worker that she was retrenched from the service by the Management Bank. The 2nd question to be satisfied as per Sec 25F of the Act is whether the worker had continuous service for not less than one year under the employer. According to the learned Counsel for the Management, the worker was not having continuous service in any particular year. Continuous service is defined in Sec 25B of the Industrial Disputes Act. As per Sec 25B;

- “1. a workman shall be said to be in continuous service for a period if he is for that period, in uninterrupted service including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal or a lockout or cessation of work which is not due to any fault on the part of the workman.
2. where a workman is not in continuous service within the meaning of clause 1 for a period of one year or 6 months, he shall be deemed to be in continuous service under the employer for a period of one year, if the workman during a period of 12 calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than
 - I.
 - II. 240 days in any other case”

Hence to get the benefit of continuous service U/s 25B of the Industrial Disputes Act, the workman ought to have worked with the Management for 240 days during the period of 12 calendar months preceding 13.04.2013. The worker produced Exbt.W1 and W2, the list of employees who worked in

Chalakudy Branch during 2011 and 2012. According to the learned Counsel for the Management, these are not official documents of the Bank and not authenticated by anybody. It is seen that Exbt.W1 and W2, list of employees are prepared by Sri.Thomas Kachapilly who is examined as MW1 in this proceedings. In his proof affidavit it is clearly stated that Exbt.W1 and W2 are prepared by him and the same is not an official document. He also stated that “Exbt.W1 and W2 are prepared on my personal interest mainly to know the employees working in the Branch”. In Exbt.W1 and W2, the name of the worker is shown as a temporary employee. Exbt.W3 are few photographs taken during the betrothal of the worker to prove that many of the staff of the Branch attended the betrothal. Exbt.W4 is the photograph taken on the occasion of the marriage of the worker which also shows that some of the officers and staff attended the Marriage of the worker on 24.06.2012. According to the learned Counsel for the worker, the worker worked in the Account section pertaining to Govt payments. This is also confirmed by MW1 in his evidence. MW1 also stated that he worked in the Branch from 2009 to 2012 and during the said period, the worker was working in the Branch as a temporary employee. Exbts. M1 to M17 are documents called for by the worker and produced by the Management. According to the learned Counsel for the worker, these documents will clearly prove the fact that the worker worked with the Management Bank at least from 2011 to 04/2013. According to the learned Counsel for the worker, the worker also filed an application for production of debit vouchers for payments made to temporary peons from 2008 November to 2018 April. However the Management failed to produce the same. On verification of the documents produced by the Management, it is seen that additional document no.33 is a set of debit vouchers for the period from 2009-2013. However the vouchers produced is not the complete set of vouchers called for by the worker. It is seen that the last payment as per the debit voucher is made to the worker on 13.04.2013. Hence from the documents available, it is clear that the worker worked with the Chalakudy Branch of the Management Bank upto 13.04.2013. The learned Counsel for the worker relied on the decision of the Hon'ble Supreme Court of India in **Director, Fisheries Terminal Division Vs Bhikubhai Meghajibhai Chavda**, 2010 KHC 6126 to argue that once the worker discharged her responsibility by producing the documents at her command, the burden shifts to the Management to prove that she has not worked for more than 240 days as required U/s 25B of the Act. In the above case the workman was a watchman who was paid daily wages and whose presence were marked in the Muster Roll. According to the Management, the workman worked from 1986 till 1988 and during this period the workman had worked for 93 days, 145 days and 31 days respectively. According to them the workman had not worked for more than 240 days in the preceding year. The Hon'ble Supreme Court relying on the decision in **R. M. Yellatty Vs Assistant Executive Engineer**, 2006 1 SCC 106 held that

“ The respondent was a workman hired on daily wage basis. So it is obvious, as this Court pointed out in the above case that he would have difficulty in having access to all the above documents, Muster Roll etc., in connection with his service. He came forward and deposed, so in our opinion the burden of proof shift to the employer/appellant to prove that he did not complete 240 days of service in the requisite period to constitute continuous service “.

11. In the present case also it is seen that the worker was examined as WW1 and she stated in her evidence that she worked with the Management from 2008 to 2013. However she could produce supporting documents for the year 2008-2013. The learned Counsel for the worker relied on the decision of **Gauri Shankar Vs State of Rajasthan**, 2015 12 SCC 754. In the above case, the workman was working with the respondent and his case was that he was appointed against a permanent and sanctioned post w.e.f. 01/1990 till his services came to be retrenched and he had rendered service of more than 240 days in every calendar year and has received salary from the respondent department each month. The workman challenged the retrenchment as bad in law as the same is in violation of Sec 25F, 25G, 25H, 25T and 25U of the Industrial Disputes Act. The workman applied for production of the Muster Roll and the Management failed to produce the relevant Muster Rolls. The Hon'ble Supreme Court relying on its earlier decisions in **Gopal Krishna G Ketker Vs Muhammed Haji Latheef**, AIR 1968 SC 1413 and **Murukesam Pillai Vs Manikyavasaka Pandara**, 1917 5 LW 759 held that even if the burden of proof does lie on a party, the Court can draw an adverse inference if he withholds important documents in his possession which can throw light on the facts of issue. The learned Counsel for the worker also relied on the decision of the Hon'ble Supreme Court in **Sriram Industrial Enterprises Ltd Vs Mahak Singh and others**, 2007 4 SCC 94, wherein the Hon'ble Supreme Court held that when the workman discharged their initial onus by producing the documents in their

possession, it is the responsibility of the management to disprove the claim of the workman that he did not work for more than 240 days with the management one year immediately prior to his/her termination. In this case there is no dispute regarding the fact that the worker was engaged as a daily wager w.e.f. November 2008. There is also no dispute with regard to the fact that her services were orally terminated w.e.f. 14.04.2013. The documents discussed above will substantiate the above points. The debit vouchers produced by the Management would also establish the payments made to the worker till 13.04.2013. She also entered the box and deposed that she worked with the Management continuously from 2008 to 2013. Hence it can safely be considered that the worker had discharged her responsibility of proving that she worked for more than 240 days in one year prior to her date of termination. In such circumstances, as per the law laid down by the Hon'ble Supreme Court on the issue, it is possible to draw an inference that she worked for more than 240 days in view of the fact that the Management failed to produce any documents to disprove her claim that she worked continuously for more than 240 days in one year prior to the date of her termination.

Hence from the facts, evidence and law discussed above, it is concluded that the worker had rendered continuous service of 240 days making her eligible for the benefits U/s 25F of the Industrial Disputes Act.

12. Issue no.2

According to the learned Counsel for the Management, the worker was only a casual employee and was paid only for the days when she worked for the Management. It was also pointed out that she was not working against any permanent or perennial post in the Management. According to the learned Counsel for the worker, once this Tribunal found that the termination of the worker was illegal, she is entitled for reinstatement in service with full back wages. The learned Counsel for the Management pointed out that being a casual employee, the worker is not entitled for regularization considering the spirit of the decision of the Hon'ble Supreme Court in **State of Karnataka Vs Uma Devi** (Supra). The Hon'ble Supreme Court of India in **State of Uttarakhand and others Vs Rajkumar**, 2019 1 LLJ 513 SC relying on its earlier decisions of **BSNL Vs Bhurumal**, 2014 7 SCC 177 and **District Development Officer and another Vs Satish Kantilal Amerelia**, 2018 12 SCC 298 held that in the circumstances of that case it would be just and proper and reasonable to award lumpsum monetary compensation to the workman in full and final satisfaction of his claim for reinstatement and other consequential benefits. The Hon'ble Supreme Court has laid down the law on the subject in **BSNL** case (Supra) as follows;

“ Para 33. It is clear from the readings of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workmen are terminated illegally and/or malafide and/or by way of victimization, of unfair labour practice, etc. However when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Sec 25F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious.

Para 34. The reasons for denying the relief for reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non payment of retrenchment compensation and notice pay as mandatorily required U/s 25F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated he has no right to seek regularization [see **State of Karnataka Vs Uma Devi**(3)]. Thus when he cannot claim regularization and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself in as much as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

Para 35. We would however, like to add a caveat here. There may be cases where

termination of daily wage worker is found to be illegal on the ground that it was resorted to as unfair labour practice or in violation of the principles of last come first go viz. while retrenching such a worker daily wage juniors to him were retained. There may also be a situation that persons junior to him were regularized under some policy but the workman concerned terminated. In such circumstances, the terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases reinstatement should be the rule and only in exceptional cases, for the reasons stated to be in writing, such relief can be denied ”

The learned Counsel for the worker on the other hand relied on the decisions of the Hon'ble Supreme Court in **Jasmar Singh Vs State of Haryana and other**, 2015 4 SCC 458 and argued that the worker is entitled for reinstatement with full back wages since the order of termination was void abinitio. The Hon'ble Supreme Court in the above case relied on the following observation of the Court in **Deepali Gundu Surwase Vs Kranti Junior Adyapak Mahavidyalaya**, 2013 10 SCC 324 to hold that when the termination is found to be illegal, the workman is entitled for reinstatement with back wages.

“ Para 22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer-employee relationship, the latter's source of income gets dried up. Not only the employee concerned but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from relatives and other acquaintance to avoid starvation. These sufferings continued till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi judicial body or Court that the action taken by the employer is ultravires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the employer was to deny back wages to the employee, or contesting his entitlement to get consequential benefits then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. The denial of back wages to an employee who has suffered due to an illegal act of the employer would amount to indirectly punishing the employee concerned and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments”.

In the above case, the Hon'ble Supreme Court was considering the case of a workman working as a daily paid worker in the office of Sub Divisional Officer (Karnal) for more than 240 days. The learned Counsel for the worker also relied on the decision of the Hon'ble Supreme Court in **State Bank of India Vs Sundaramani** (Supra) wherein the Hon'ble Court held that the workman in similar circumstances are entitled for reinstatement.

13. In the present case, it is seen that the worker was engaged as a daily wage employee and she worked continuously for more than 240 days one year before her termination. The worker is claiming only reinstatement and not regularization in service. The Management has no case that the worker was gainfully engaged during the period of termination. Hence it is a fit case where the dictum laid down by the Hon'ble Supreme Court in **State of Uttarakhand Vs Raj Kumar** (Supra) can be apply. It is seen that the worker was engaged on daily wage basis but paid weekly. At present the worker is around 40 years of age. Hence it would be just and proper and reasonable to award lumpsum monetary compensation to the worker in full and final satisfaction of her claim of reinstatement and other consequential benefits. It is seen that the worker was working on a daily wage of Rs.175/- when her service were terminated. It is clear from the debit vouchers produced by the Management. Hence if the worker is reinstated in service with full back wages, she will be entitled for an approximate back wages of Rs.4,72,000/-. Taking into account, all the above factors, it is felt that interest of justice will be met if the Management is directed to pay a lumpsum monetary compensation of Rs.5,00,000/- to the worker in full and final settlement within one month from the date of notification of this award.
14. Hence an award is passed holding that the action of the Management in terminating the service of the worker without complying with the requirements U/s 25F of the ID Act is not correct and justified.

The worker is entitled for a lumpsum monetary compensation of Rs.5,00,000/- in lieu of full and final satisfaction of her claim of reinstatement and other consequential benefits.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 18th day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Worker:-

WW1 - Smt.Anumol K. A., dt.27.01.2017

Witness for the Management:-

MW1 - Sri.Thomas Kachappilly, dt.04.11.2019

Exhibits for the Worker:-

- W1 - Copy of the list of employees of SBT Chalakudy compiled by Sri.Thomas Kachappilly, Asst. Manager
- W2 - Copy of the list of employees of SBT Chalakudy compiled by Sri.Thomas Kachappilly, Asst. Manager
- W3 - Photographs (4 nos) taken on 13.06.2012 at the time of the series Betrothal of the worker
- W4 - Photograph taken on 24.06.2012 at the time of the wedding of the worker
- M1 - Main scroll maintained by the Chalakudy Branch with respect to Railways for the period from 03.04.2012-30.03.2013
- M2 - Calicut University Credit scroll maintained by the Chalakudy Branch for the period from April 2012 to March 2013
- M3 - Calicut University Credit scroll maintained by the Chalakudy Branch for the period from April 2013 to March 2014
- M4 - Main scroll with respect to Posts maintained by Chalakudy Branch for the period from April 2012 to March 2013
- M5 - Receipt Scroll for Income & Direct Taxes maintained by Chalakudy Branch for the period from 16.12.2011 to 21.02.2012
- M6 - Receipt Scroll for Income & Direct Taxes maintained by Chalakudy Branch for the period from 23.02.2012 to 31.03.2012
- M7 - Receipt Scroll for Income & Direct Taxes maintained by Chalakudy Branch for the period from 03.04.2012 to 13.06.2012
- M8 - Receipt Scroll for Income & Direct Taxes maintained by Chalakudy Branch for the period from 14.06.2012 to 10.08.2012
- M9 - Receipt Scroll for Income & Direct Taxes maintained by Chalakudy Branch for the period from 13.08.2012 to 22.10.2012
- M10 - Receipt Scroll for Income & Direct Taxes maintained by Chalakudy Branch for the period from 25.10.2012 to 24.12.2012

- M11 - Receipt Scroll - Central Excise and Customs for the period from 30.03.2012 to 04.07.2012
- M12 - Receipt Scroll - Central Excise and Customs for the period from 04.07.2012 to 03.10.2012
- M13 - Receipt Scroll - Central Excise and Customs for the period from 04.10.2012 to 05.01.2013
- M14 - CBDT daily advice receipts maintained by by Chalakudy Branch for the period from 14.01.2013 to 15.02.2013
- M15 - CBDT daily advice receipts maintained by by Chalakudy Branch for the period from 16.02.2013 to 21.03.2013
- M16 - CBDT daily advice receipts maintained by by Chalakudy Branch for the period from 22.03.2013 to 17.04.2013
- M17 - CBEC daily advice transactions maintained by Chalakudy Branch for the period from 07.01.2013 to 04.05.2013

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रीमियम पोर्ट लाउंज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं 1, नई दिल्ली के पंचाट (संदर्भ सं. 114/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-04-2022 को प्राप्त हुआ था।

[सं. एल-11012/16/2021.आई. आर. (सी.एम.-I)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2021) of the Central Government Industrial Tribunal-cum-Labour Court NO. 1, New Delhi as shown in the Annexure, in the industrial dispute between the Management of Premium Port Lounge and their workmen, received by the Central Government on 06/04/2023

[No. L-11012/16/2021 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

Present : Justice Vikas Kunvar Srivastava (Retd.)

Presiding officer, CGIT, Delhi-1

ID No.114/2021

Shri Raju Shah S/o Sh.Nand Kishore Shah,

Through All India General Mazdoor Trade Union (Regd.),

Regd. Office 170, Bal Mukund Khand, Giri Nagar,

Kalkaj, Delhi-110019.

Claimant...

Versus

1. The Director,
M/s Delhi International Airport Pvt. Ltd.,
New Udaan Bhawan, Opposite Terminal 3,
IGI Airport, Delhi-110037.
2. The Director,
M/s Premium Port Lounge,
Management Company Pvt. Ltd.
Room No.316, G+5 Building, 3rd Floor,
Opposite Terminal, IGI Airport, Palam,
Delhi - 110037.

Management...

None for the claimant

Shri Vivek Kaushal, AR for DIAL

Shri Pankaj Chechi, AR for M/s Premium Port Lounge

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-11012/16/2021-IR(CM-I) dated 30.07.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the services of the workman Sh.Raju Shah S/o Sh.Nand Kishore Shah who was working as ‘Store Helper’ with the management of M/s Premium Port Lounge Management Company Private Ltd. Has been terminated in an illegal and unjustified manner? If yes, what relief the concerned workman is entitled to ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 09.02.2023

नई दिल्ली, 7 अप्रैल, 2023

का. आ. 512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंबाटा एविएशन प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट; (संदर्भ सं. 43/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2022 को प्राप्त हुआ था।

[सं. एल - 11012/06/2014- आई आर (सी.एम.-I)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the Management of Cambata Aviation Pvt. Ltd. and their workmen, received by the Central Government on 06/04/2023

[No. L-11012/06/2014 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.**

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 43/2014**Date of Passing Award- 23.02.2023**

Between:

M/S. The General Secretary,
Cambata Aviation Karamchari Union,
House no. 76, Bagoda Village, Sector-28,
Saket, Near Saket Metro Station,
Dwarka, New Delhi 1100377

...Workman

Versus

1. The Chief Operating Officer- India,
M/s. Cambata Aviation Pvt. Ltd.
Unit-09 and 09-A, Vasant Square Mall,
Vasant Kunj, New Delhi- 110070.
2. Mr. Patrick Casserly, Chief Operating Officer-India,
M/s. Cambata Aviation Pvt. Ltd.
Unit-09 and 09-A, Vasant Square Mall,
Vasant Kunj, New Delhi- 110070.
3. Mr. Y.S. Cooper, Chief Operating Officer (Delhi)

M/s. Cambata Aviation Pvt. Ltd.
 IGI Airport, T-02, Bay-81, Line maintenance,
 Block-A, New Delhi-110070

...Managements

Appearances:-

None for the Claimant

None for the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of (i) M/s. The Chief Operating Officer- India, M/s. Cambata Aviation Pvt. Ltd., (ii) Mr. Patrrck Casserly, Chief Operating Officer-India, M/s. Cambata Aviation Pvt. Ltd.(iii) Mr. Y.S. Cooper, Chief Operating Officer (Delhi) M/s. Cambata Aviation Pvt. Ltd., and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-11012/06/2014(IR(CM-1)) dated 11/03/2014 to this tribunal for adjudication to the following effect.

“Whether the action of the management of Cambata Aviation pvt. Ltd. in retrenching one hundred workmen w.e.f. 01.09.2023 (as per the list enclosed) without following the provisions under section 25 G and 25N of the I.D. Act, 1947, is legal and justified? To what relief the concerned workmen are entitled to?”

After receipt of the reference notices were issued to the parties for their appearance. The claimant and the mgt. appeared and the claimant filed its claim statement as per the claim statement filed by the workman through the union having name Cambata Aviation Karamchari Union have stated that all the workmen as per annexure A of the claim petition are the members of the unions and they are challenging the illegal termination of their service with effect from 01.09.2013 by the mgts. It has been stated that the Respondent no. 1 DIAL is the principal employer of the workman and they were engaged in the operation in the core areas of the Airport to discharge the maintenance work the mgt. no1 DIAL has entered into the operation management and development agreement with Airport Authority of India and as per the said agreement the Respondent no. 1 awards subcontracts for the work of maintenance and housekeeping to other agencies. The Respondent no.2 M/s Cambata Aviation pvt. Ltd. is one of the agencies whom the Respondent no.1 had awarded the contract. The Respondent no. 1 & 2 M/s. Cambata aviation has been providing Ground handling and ancillary services to various international and domestic airlines at IGI Airport New Delhi for executing the work the mgt. no. 2 has engaged about 1800 workers in IGI Airport in different categories. There has been routine transfer of the employees from one department to other. Mgt. no. 2 is an Industrial establishment and the industrial employment standing order act 1946, applies to it. Though all the workmen were discharging their duties with sincerity suddenly the mgt. terminated their services without complying the provision of section 25F 25G of the ID Act. The workman had earlier raised dispute before the Industrial tribunal seeking other benefits and during pendency of the said dispute the order or termination is in violation of section 33 of the ID Act. Hence, by filing the claim petition the claimant had prayed the award may be passed direction mgt. no. 1 and 2 to reinstate the claimants forthwith continuity of service and back wages.

Notice being served the mgt. 2 appeared and filed an application of deletion of its name from the proceeding on the grounds stated therein. That petition being rejected by this tribunal the Respondent no.2 moved the Hon'ble High Court of Delhi and the Hon'ble High court by order dated 99.08.2019 passed in WPC no. 11678/2015 directed deletion of the name of M1.

The mgt. no. 1 and 3 Cambata Aviation did not appear and proceeded ex-parte. The claimant when called upon to adduce evidence also opted not to file any evidence and the right was closed.

Since the claimant and mgt. 1 and 3 were found absent for a long period, this tribunal by order dated 30.08.2022 closed the evidence and reserved the matter for passing no dispute award.

There being no evidence oral or documentary available on record it is held that the claimant has failed to substantiate the stand taken in the claim petition. For want of evidence the claim advanced by the claimant fails and the reference is accordingly answered.

ORDER

The reference be and the same is dismissed for want of evidence and the award is accordingly passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का. आ. 513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया सैट्स एयरपोर्ट प्रा.लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 71/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2022 को प्राप्त हुआ था।

[सं. एल. 20013/01/2023-आई. आर. (सी एम-1)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/2021) of the Central Government Industrial Tribunal-cum-Labour Court N0.2, New Delhi as shown in the Annexure, in the industrial dispute between the Management of Air India Sats Airport Services Pvt.Ltd. and their workmen, received by the Central Government on 06/04/2023

[No. L-20013/01/2023 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.**

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 71/2021

Date of Passing Award- 07.12.2022

Between:

Sh. Vinay Kumar Gupta, S/o Late Sh. Awadesh Gupta,
R/o: House No.47-A, Ch. Khayali Ram Gali, Mahipalpur,
Room No. 04, New Delhi-110037.

Claimant

VERSUS

Air India SATS Airport Services Pvt. Ltd.

Airline House, 113, Gurudwara Rakabganj Road,
New Delhi-110001.

Managements

Appearances:-

Shri Saurabh Rastogi

For the claimant

(A/R)

Shri Abhik Mishra

For the Management.

(A/R)

A W A R D

This is an application filed by the claimant invoking the provisions of section 2A of the Id Act alleging therein that he was appointed in the Post of Passenger Service Assistant on 01.07.2014 in the establishment of the management on a monthly salary of Rs. 14870/-. This appointment was made after a proper selection and a letter of appointment dated 01.07.2014 was issued. On 26.07.2019 suddenly the official of the management cancelled his AEP and did not allow him for duty. On 27.07.2019 the claimant went to the hospital after applying for leave in connection with his mother's treatment. On 28.08.2019 he was intimated about the termination of his service.

At the time of termination no notice, notice pay, or termination compensation was paid. Thus, he raised a dispute before the Labour Commissioner where the conciliation took place but failed. On failure of conciliation the present claim was filed.

Being noticed the management appeared and filed written statement denying the stand of the claimant and also denied the employer and employee relationship. The stand of the management is that he was engaged through a contractor and for his unauthorized absence and for his unauthorized access to prohibited area his service was terminated after issue of a showcause notice.

Before commencement of the hearing steps were taken for conciliation of the dispute. After several rounds of conciliation the parties agreed to settle the dispute and accordingly the claimant gave a statement that he has no grievance pending against the management and thus, he wants to withdraw the claim petition. In view of the same during the Lok Adalat held on 12.11.2022 the claimant gave a statement to the effect that he wants to withdraw the dispute on full satisfaction. In view of the statement given by the claimant this no dispute award is passed. Hence, ordered.

ORDER

The application be and the same is disposed of as the claimant has no dispute or grievance against the management with regard to the alleged illegal termination of his service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का.आ. 514.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 90/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल-22012/252/2004-आई आर (सी.एम - II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 90/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L- 22012/252/2004- IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 90 OF 2005

PARTIES: Nausad Khan

Vs.

Management of Bejdih Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman : Mr. Sayantan Mukherjee, learned advocate.

For the Management : Mr. P. K. Goswami, learned advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated: 13.01.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No.

L-22012/252/2004-IR(CM-II) dated 08.07.2005 has been pleased to refer the following dispute between the employer, that is the Management of Bejdih Colliery of Sitarampur Area of M/s. Eastern Coalfields Limited and their employee for adjudication by this Tribunal.

SCHEDULE

Whether the action of the Management of Bejdih Colliery of Sitarampur Area of M/s. Eastern Coalfields Limited in dismissing Shri Nausad Khan from services is legal and justified? If not, to what relief he is entitled?"

1. On receiving Order No. **L-22012/252/2004-IR(CM-II)** dated 08.07.2005 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 90 of 2005** was registered on 17.08.2005 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The Reference case is fixed up today for appearance of dismissed workman Nausad Khan and for adducing evidence, in default it shall be presumed that there is No Dispute.

3. This Reference case is pending since 2005. The dispute referred for adjudication is whether the action of Management of Bejdih Colliery of Sitarampur Area of M/s. Eastern Coalfields Limited in dismissing Sri Nausad Khan from services is legal and justified? If not, to what relief he is entitled?

4. Written statements have been filed by the workman as well as Management. No evidence has been adduced by the workman. Mr. P. K. Goswami, learned Advocate for Management is present. However, there is no representation of the workman even after providing several accommodations. Considered. In view of long absence of aggrieved party, it is presumed that he is not inclined to pursue this matter any further. Accordingly, this Reference case is disposed of in the form of **No Dispute Award**. Ministry to be informed accordingly.

Hence,

ORDERED

A **No Dispute Award** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 515.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (05/2022) प्रकाशित करती है।

[सं. एल -41011/08/2022-आई आर (बी-I)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 05/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Uttar Railway and their workmen.

[No. L-41011/08/2022-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 05/2022

Ref. No. L-41011/08/2022-IR(B-I) dated 27.01.2022

BETWEEN

The Divisional Organization Secretary. Uttar Railway Karmchari Union, 283/63Kh, Garhi Kanaura(Premwati Nagar) PO Manak Nagar, Lucknow -226011

And

1. The Asstt. Workshop Electric Engineer, Uttar Railway, C&W Shop, Alambagh, Lucknow - 226005.
2. The Dy. Chief Electric Engineer(W) Uttar Railway, C&W Shop, Ahambagh. Lucknow 226005.

AWARD

By order No. L-41011/08/2022-IR(B-I) dated 27.01.2022 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the action of the management of Carriage & Wagon Shop, Northern Railway Alambagh, Lucknow in terminating the services of Sh. Ajay Pratap Yadav w.e.f 11.05.2004 is legal & justified? if not, what relief the concerned workman is entitled to?”

Accordingly, an industrial dispute No. 05/2022 has been registered on 21.02.2022.

From perusal of record, the position which emerge out is that till date the claimant/workman has not filed any statement of claim in spite of repeated opportunity given to him.

And by order dated 02.11.2022, last opportunity was given to claimant to file statement of claim; but the same has not been filed.

It is apparent on the face of record that the claimant has failed to file any statement of claim till date in order to establish his claim as per the reference dated 27.01.2022.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would

not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others* 2008 (118) FLR 1164 Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 516.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (75/2019) प्रकाशित करती है।

[सं. एल - 12012/27/2019- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 516.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 75/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/27/2019-IR(B-I)]

SALONI, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT
JUSTICE ANIL KUMAR
PRESIDING OFFICER

I.D. No. 75/2019
Ref. No. L-12012/27/2019-IR(B-I) dated 13.09.2019

BETWEEN
Shri Manish Kumar Singh, S/o Shri Uma Shankar Singh & 31 Others
Vill & Post-Pursiya, Dist.- Basti (U.P)-272001

AND
The Dy.General Manager (FI & MF)
SBI, Rural Business Unit (Outreach)
LHO, Moti Mahal Marg, Lucknow – 226001

AWARD

By order No. L-12012/27/2019-IR(B-I) dated 13.09.2019 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

- " 1. Whether Shri Manish Kumar Singh and 31 others (as per list enclosed) engaged as business correspondence with the management of SBI, Rural Business Unit (Outreach), LHO, Moti Mahal Marg, Lucknow are workman within the definition of Sec.2(s) of ID Act.?"
2. Whether the action of the management of SBI, Rural Business Unit (Outreach), LHO. Moti Mahal Marg, Lucknow in terminating the services of Shri Manish Kumar Singh and 31 others w.ef. 26.01.2018 without complying with Sec. 25(F) industrial dispute Act is legal and justified?"

Accordingly, an industrial dispute No. 75/2019 has been registered on 26.09.2019.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim in spite of repeated opportunity given to him on 06.10.2022.

Thus, it is apparent on the face of record that the claimant has filed to file any statement of claim till date in order to establish his claim as per the reference dated 13.09.2019.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the

employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 517.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बंधन बैंक लिमिटेडके प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (76/2021) प्रकाशित करती है।

[सं. एल - 12025/01/2023- आई आर (बी-1)-36]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 517.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 76/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Bandhan Bank Limited and their workmen.

[No. L-12025/01/2023- IR(B-1) -36]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 76/2021

Ref. No. K-10/1-1/2021-IR dated 02.06.2021

BETWEEN

Shri Khushwant Sharma, R/O Village Barapur, Post Khetabpur Kasimabad, Distt. Gazipur-233230.

AND

The Chairman, Bandhan Bank Limited, Floors 12-14, Adventz Infinity@5, Sector V, Salt Lake City, Kolkata-700091.

AWARD

By order No. K-10/1-1/2021-IR dated 02.06.2021 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether Shri Khushwant Sharma, DBO working in Bandhan Bank was workman ? If so, whether the action of management of Bandhan Bank in terminating his services w.e.f. 07.02.2020, is legal and justified ? If not, to what relief the concerned workman is entitled to and from which date?"

Accordingly, an industrial dispute No. 76/2021 has been registered on 08.06.2021.

Shri Avinash Sharma, learned counsel/representative appearing on behalf of the respondent submits that as a matter of fact from the perusal of record, the admitted position which emerges, till date statement of claim has not been filed by claimant in spite of repeated opportunity given to him, the present reference may be dismissed. Therefore, after hearing the learned counsel for respondent and taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 02.06.2021.

And by order dated 03.10.2022 last opportunity was given to the claimant to file statement of claim, the same is not filed.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 518.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक प्रबंध तंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण पुणे के पंचाट संदर्भ संख्या (9/2016) को प्रकाशित करती है ।

[सं. एल -12012/74/2015- आई आर (बी- II)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 518.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 9/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Pune as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen

[No. L-12012/74/2015– IR(B-II)]

SALONI, Dy. Director

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL AT PUNE

Presided Over by SHRI. K. N. GAUTAM

Reference IT NO. 9 OF 2016

Assistant General Manager,

Syndicate Bank

Bharati Vidyapeeth Bhavan,

Shastri Road, Pune 411030

...First Party

VERSUS

Smt. Nandini Babu Jadhav

Post Chikhali, Tal. Haveli,

Mahadev Nagar Pune 411062

... Second Party

AWARD

(Dated : 26.09.2022)

This is a reference forwarded by the Government of India, Ministry of Labour, New Delhi vide order dated 12.02.2016 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 in respect of dispute between first party and second party as mentioned in the Schedule annexed to the order of the reference for adjudication to this Tribunal.

2. After receiving the said reference, notices were issued to both parties. After filing statement of claim and written statement by both the parties, the issues framed on 27.10.2020 at Exh. O-5. However, thereafter the Second party failed to file affidavit of examination in chief of its witness. The roznama shows that the second party along-with its counsel remained absent since prior to 27.10.2020 and failed to take any steps to lead evidence and to proceed with the reference. In fact, the evidence of the Second Party was closed by my learned pre-decessor vide order dated 22.12.2021 below Exh. O-1. It appears that the second party has lost interest. In view of this in absence of evidence of the second party, the demands of second party cannot be adjudicated. Therefore, I have no alternative, but to answer the reference in the negative. With this, I proceed to pass the following award :-

AWARD

1. The reference is answered in the negative.
2. No order as to costs.
3. The copies of this award be sent to the appropriate authority of the Government.

K.N. GAUTAM, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 519.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा के पंचाट (33/2002) प्रकाशित करती है।

[सं. एल - 12011/154/2001- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 519.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 33/2002) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kota as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12011/154/2001- IR(B.II)]

SALONI, Dy. Director

अनुबंध**न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)**

पीठासीन अधिकारी— श्री महेश पुनेठा, आर.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—33/2002(सीआईएस—6/2015)

(सीएनआर—आरजेकेटी060001852002)

दिनांक स्थापित:17/07/2002

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क.

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निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम, 1947मध्य

संजय राठौड़ पुत्र उच्छवलाल द्वारा संयुक्त महामंत्री,

हिन्द मजदूर सभा, छावनी, कोटा।

—प्रार्थी श्रमिक

एवं

रीजनल मैनेजर, बैंक ऑफ बड़ौदा, रीजनल ऑफिस,
झालावाड़ रोड़, कोटा(राज)

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री सुरेश माथुर

::अधिनिर्णय::

दि.:16/09/2022

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 29/11/2001 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)घ) एवं उपधारा 2(क)के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"Whether the action of Regional Manager, Bank of Baroda, Regional Office, Kota(Rajasthan) in terminating the services of Shri Sanjay Rathore S/o Shri Uchal Lal, Kota w.e.f. 12.9.2000 is legal and justified? If not, what relief the concerned workman is entitled to?"

2—उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेन्ट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: यह कथन किया गया है कि प्रार्थी श्रमिक को अप्रार्थी नियोजक, रीजनल मैनेजर, बैंक ऑफ बड़ौदा, क्षेत्रीय कार्यालय, झालावाड़ रोड़, कोटा(जिसे आगे संक्षिप्त: "बैंक" से सम्बोधित किया जावेगा) द्वारा दिनांक 10/01/1998 से चतुर्थ श्रेणी कर्मचारी के पद पर सेवा में नियोजित किया गया था। प्रार्थी को प्रथम तीन माह तक तो 2300/—रु. से 2900/—रु. के बीच वेतन भुगतान किया गया व तत्पश्चात 60/—रु. प्रतिदिन दर से वेतन भुगतान किया तथा 14/08/2000 से उसे गुमानपुरा, कोटा में कार्य करने हेतु भेज दिया गया। अप्रार्थी बैंक ने प्रार्थी को दि.12/09/2000 से अचानक बिना कोई कारण व पूर्व सूचना के नौकरी से हटा दिया, उसने रजि. पत्र दि.12/10/2000 भेजकर प्राप्ति के तीन दिन में ड्यूटी पर लेने मांग की, किन्तु ना तो ड्यूटी पर लिया व ना ही प्रत्युत्तर दिया। प्रार्थी ने दि.10/01/1998 से 11/09/2000 तक निरन्तर कार्य करते हुए 240 दिन से भी अधिक समय तक कार्य किया था, तथापि दि.12/09/2000 से सेवा से पृथक किये जाने से पूर्व अधिनियम की धारा 25—एफ की पालना में नोटिस अथवा नोटिस वेतन छंटनी मुआवजा नहीं दिया। उसे सेवा से निकाले जाने के समय उससे कनिष्ठ देव कुमार को नहीं निकालकर उसे स्थायी कर दिया गया तथा बाद में नये श्रमिक नियोजित कर लिये गये जोकि क्रमशः अधिनियम की धारा 25—जी व 25—एच के प्रावधानों की अवहेलना है। अन्त में प्रार्थना की है कि उसे सेवा से हटाया जाना अनुचित घोषित कर पिछले सम्पूर्ण वेतन व लाभों सहित सेवा में बहाली का अनुतोष प्रदान किया जावे।

3— अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि प्रार्थी को दि.10/01/98 से चतुर्थ श्रेणी कर्मचारी के पद पर नियोजित नहीं किया गया। अप्रार्थी संस्थान में समय—समय पर छोटे—मोटे दैनिक कार्यों के लिए आदमियों की आवश्यकता होती है जिनका सुबह काम होकर शाम को समाप्त हो जाता है, हो सकता है कि प्रार्थी को भी किसी दैनिक कार्य के लिए कार्य दिया हो, परन्तु उसने दि.10/01/1998 से 11/09/2000 तक निरन्तर 240 दिन कार्य नहीं किया, ऐसे में उसका प्रकरण छंटनी का नहीं होने से अधिनियम के प्रावधान लागू नहीं होते। अतिरिक्त आपत्तियों में यह कथन रहा है कि अप्रार्थी बैंक में स्थायी कर्मचारियों की नियुक्ति हेतु नियम बने हुए हैं जिनके तहत रोजगार कार्यालय से आवेदकों की सूची प्राप्त होती है और साक्षात्कार में चयन उपरान्त उन्हें नियुक्ति—पत्र दिये जाने के पश्चात ही नौकरी पर माना जाता है, किन्तु प्रार्थी के सम्बन्ध में ऐसी कोई प्रक्रिया नहीं अपनायी गयी, ना नियुक्ति—पत्र दिया गया। प्रार्थी का हाजिरी रजिस्टर में नाम नहीं होता सिर्फ नियुक्ति प्राप्त व्यक्तियों का ही नाम होता है, अतः उस पर अधिनियम के कोई प्रावधान लागू नहीं होते। अन्त में प्रार्थना की गयी है कि प्रार्थी श्रमिक का

क्लेम निराधार तथ्यों का होने से सव्यय निरस्त किया जावे।

4— साक्ष्य में स्वयं प्रार्थी संजय राठौड़ व अप्रार्थी साक्षी महेन्द्र कुमार शर्मा, वरिष्ठ शाखा प्रबन्धक के शपथ-पत्र प्रस्तुत हुए जिनसे एक-दूसरे पक्ष द्वारा जिरह की गयी। प्रार्थी पक्ष की ओर से कोई दस्तावेजी साक्ष्य प्रस्तुत नहीं हुई, जबकि अप्रार्थी की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गयी जिसका यथासमय उल्लेख किया जावेगा।

5— उभयपक्ष के प्रतिनिधिगण की बहस सुनी गयी जो बहस मुख्यतः उनके द्वारा प्रस्तुत अपने-अपने अभ्यावेदनों के अनुरूप ही रही है। अप्राथी नियोजक पक्ष की ओर से अपनी बहस समर्थन में निम्न न्यायिक दृष्टांतों का भी अवलम्ब लिया गया है:—

- (1) Secretary, State of Karnataka & Ors. Vs. Umadevi & Ors.-2006(3) SCR 953,
- (2) Chief Engineer, Ranjit Sagar Dam & anr. Vs. Sham Lal-2006(110) FLR 552,
- (3) Rajasthan State Ganganagar S. Mills Ltd. Vs. State of Rajasthan-2004(103) FLR 192,
- (4) Himanshu Kumar Vidyarthi & Ors. Vs. State of Bihar & ors.-1997(76) FLR 237(SC),
- (5) Regional Manager, Bank of Baroda Vs. P.O. Central Government Industrial Tribunal & Anr.-2003(98) FLR 385(Raj.),
- (6) Devanand Vs. State of U.P. through Engineer-in-Chief PWD, Lucknow-2006(110) FLR 389 (All.),
- (7) Regional Manager, SBI Vs. Rakesh Kumar Tewari-2006 Lab.I.C. 883(SC)
- (8) Dena Bank, Mumbai Vs. Ashraf Yunus Shaikh-2009(123) FLR 626(Bombay),
- (9) Pramod Kumar Vs. State of Bihar & Ors.-2001(91) FLR 824(Patna),
- (10) Sashi Kant Vs. State of Raj. & Ors.-RLR 1996(2) page 700,
- (11) Karur Vysya Bank Employees Union Vs. P.O. CGIT, Bangalore & Ors.-1988 Lab.I.C. 1746,
- (12) President, Peroorkada Service Co-Operative Bank Ltd. Vs. Smt.S.Sheena & Ors.-2002(95) FLR 1137,
- (13) Management of Regional Director, Animal Husbandry Department, Ranchi Vs. Jamil Akhtar-2004(101) FLR 1075,
- (14) Calcutta Tramways Co.(1978) Ltd. & Ors. Vs. Ramesh and 17 Ors.-1999(II) LLJ 1173(Cal.),

उक्त के अतिरिक्त अप्रार्थी पक्ष की ओर से अप्रार्थी बैंक में सब-स्टाफ के भर्ती के सम्बन्ध में जारी गार्ड-लाईन व बैंक कर्मचारियों को देय बोनस भुगतान सम्बन्धी पत्र भी प्रस्तुत किया गया है।

6— इस प्रकरण में न्यायाधिकरण द्वारा मुख्य रूप से यह देखा जाना है कि क्या प्रार्थी श्रमिक को अप्रार्थी नियोजक द्वारा दिनांक 10/01/1998 से चतुर्थ श्रेणी कर्मचारी के पद पर नियुक्त किया गया और उसने सेवा समाप्ति तिथि 12/09/2000 से ठीक पूर्व के एक कलैण्डर वर्ष में अप्रार्थी के अधीन निरन्तर 240 दिन कार्य किया था? इस बाबत अप्रार्थी बैंक की ओर से प्रस्तुत साक्षी महेन्द्र कुमार शर्मा, वरिष्ठ शाखा प्रबन्धक का अपने जवाब में वर्णित तथ्यों की पुष्टि करते हुए यही कथन रहा है कि अप्रार्थी बैंक द्वारा प्रार्थी को दि.10/01/1998 से चतुर्थ श्रेणी कर्मचारी के पद पर सेवा में नियोजित नहीं किया गया, ना उसे नियुक्ति बाबत कोई नियुक्ति-पत्र दिया गया। अप्रार्थी संस्थान में छोटे-मोटे दैनिक कार्यों के लिए आवश्यकता होने पर आदमी रखते हैं जिसका कार्य सुबह से शाम को समाप्त हो जाता है और संभवतया प्रार्थी ऐसे ही दैनिक कार्य करने के लिए अप्रार्थी संस्थान में आया और उसे दैनिक मजदूरी के हिसाब से ही भुगतान किया गया तथा प्रार्थी ने अप्रार्थी बैंक में तथाकथित सेवा पृथक तिथि 12/09/2000 से पूर्व, अर्थात् दि.10/01/1998 से 11/09/2000 तक 240 दिन का निरन्तर कार्य नहीं किया। अप्रार्थी बैंक में स्थायी कर्मचारियों की नियुक्ति हेतु नियम बने हुए हैं जिसके तहत रोजगार कार्यालय से सूची मंगवाकर, साक्षात्कार उपरान्त ही चयन कर नियुक्ति दी जाती है, जबकि प्रार्थी श्रमिक के मामले में ऐसी कोई प्रक्रिया ना तो अपनायी गयी और ना ही उसे

कोई नियुक्ति-पत्र दिया गया तथा हाजिरी रजिस्टर में सिर्फ नियुक्ति प्राप्त व्यक्तियों के ही नाम होते हैं। इस साक्षी ने जिरह में कथन किया है कि प्रदर्श डबल्यू.3 पर संजय राठौर का नाम अंकित है जिसमें लिखा है कि प्रार्थी ने 309 दिन काम किया था, किन्तु उसका यह भी कथन रहा है कि इस पर कोई अधिकारी के हस्ताक्षर नहीं है। साक्षी का जिरह में यह भी कथन रहा है कि दैनिक वेतन कर्मचारी को आवश्यकतानुसार लगाया जाता है और उसी हिसाब से उसका भुगतान कर देते हैं। साक्षी ने इस सुझाव से इन्कार की है कि प्रार्थी ने दि.10/01/1998 से 11/09/2000 तक लगातार कार्य किया है। साक्षी ने जिरह में यह अवश्य माना है कि कि प्रदर्श डबल्यू.5 लगायत डबल्यू.50 तक के दस्तावेज उनकी बैंक के ही हैं, किन्तु इनके अवलोकन से भी यही प्रकट होता है कि ये प्रार्थी को किये गये कार्य के हिसाब से की गयी मजदूरी भुगतान के चैक्स मात्र हैं जिनमें से कुछ में उसके द्वारा कूलरों में व अन्यथा पानी भरने का ही उल्लेख ए से बी स्थान पर रहा है जिनसे प्रार्थी का अप्रार्थी बैंक में नियमित कार्य किया जाना प्रमाणित नहीं होता है। पत्रावली के अवलोकन से ऐसा कहीं प्रकट नहीं होता कि प्रार्थी की नियुक्ति अप्रार्थी बैंक में भर्ती की विहित प्रक्रिया के तहत रोजगार कार्यालय से नाम मंगवाकर साक्षात्कार आदि लेकर चयनोपरान्त चतुर्थ श्रेणी के पद पर नियुक्ति-पत्र देकर नियमित नियुक्ति की गयी हो, जैसा कि अप्रार्थी बैंक में नियुक्ति की ऐसी प्रक्रिया प्रचलित है जिनकी पुष्टि अप्रार्थी बैंक की ओर से प्रस्तुत भर्ती व नियुक्ति सम्बन्धी नियमों से होती है। प्रार्थी ने अपने शपथ-पत्र में क्लेम में वर्णित तथ्यों की ही पुनरावृत्ति की है तथा उसका विशेष कथन यही रहा है कि उसे 15 दिन के चैक द्वारा वेतन का भुगतान किया जाता था। जिरह में प्रार्थी ने कथन किया कि उसे बैंक ने नियुक्ति-पत्र नहीं दिया, काम से हटाया तब भी कुछ लिखित में नहीं दिया तथा स्वयं यह स्वीकारोक्ति रही है कि उसे दैनिक वेतन के हिसाब से भुगतान होता था। इसकी यह भी स्वीकारोक्ति रही है कि जिस दिन बैंक खुलता था उसी दिन नौकरी पर जाता था तथा प्रदर्श डबल्यू. 3, 4 और 51 पर किसी भी अधिकारी की सील लगी हुई नहीं है। इस सन्दर्भ में प्रदर्श डबल्यू.3 व डबल्यू.4 व डबल्यू.51 के अवलोकन से प्रकट होता है कि ये दस्तावेज अप्रार्थी बैंक में देय प्रचलित बोनस राशि के प्रार्थी को किये गये भुगतान से सम्बन्धित हैं, किन्तु इनमें भी प्रार्थी को दैनिक वेतन भोगी फर्राश/पियून ही दिखाया गया है, ना कि किसी नियमित च.श्रेणी कर्मचारी के पद के प्रति। प्रार्थी का जिरह में यह स्पष्टतः स्वीकारोक्ति कथन रहा है कि उसका नाम नियोजन कार्यालय से नहीं गया, अखबार में भी विज्ञप्ति नहीं निकली। प्रार्थी ने जिरह में यह भी कहा है कि 12/09/99 से 12/09/2000 के बीच नियमित रूप से काम किया है, किन्तु साथ ही यह भी कथन रहा है कि इसमें इसने कितने महीने काम किया, यह नहीं बता सकता। किसी भी कर्मचारी के कार्यालय में उपस्थिति की सिद्धी बाबत उसका उपस्थिति रजिस्टर ही सबसे प्रमाणित दस्तावेज होता है, किन्तु ऐसा कोई उपस्थिति रजिस्टर प्रार्थी की ओर से अभिलेख पर प्रस्तुत नहीं किया गया है बल्कि स्वयं अप्रार्थी की यह स्पष्टतः साक्ष्य रही है कि नियमित नियुक्ति प्राप्त व्यक्तियों का ही ऐसे रजिस्टर में नाम अंकित होता है जिसमें प्रार्थी का नाम अंकित नहीं है। प्रार्थी श्रमिक की ओर से जो अन्य दस्तावेजात प्रस्तुत किये गये हैं वे भी उसके द्वारा अप्रार्थी बैंक में निरन्तर कार्य किये जाने सम्बन्धी ना होकर अन्य दस्तावेजात रहे हैं जिनसे सेवा पृथक तिथि से ठीक पूर्व अन्तिम कलैण्डर वर्ष में 240 दिन कार्य किया जाना सिद्ध नहीं है। इस प्रकार प्रार्थी श्रमिक अपनी मौखिक तथा दस्तावेजी साक्ष्य से यह साबित करने में असफल रहा है कि उसे अप्रार्थी बैंक में रिक्त चतुर्थ श्रेणी कर्मचारी के नियमित पद के विरुद्ध नियुक्ति प्रदान की गयी थी। प्रार्थी को वांछित अनुतोष प्राप्त करने के लिए यह सिद्ध किया जाना आवश्यक है कि प्रार्थी की सेवा समाप्ति तिथि 12/09/2000 से ठीक पूर्व के एक कलैण्डर वर्ष में उसके द्वारा अप्रार्थी के अधीन निरन्तर 240 दिन कार्य किया गया था, अर्थात् प्रार्थी द्वारा सितम्बर, 1999 से सितम्बर, 2000 तक अपने द्वारा निरन्तर कार्य करना प्रमाणित किया जाना है, किन्तु इस सम्बन्ध में प्रार्थी की ओर से जो साक्ष्य प्रस्तुत की गयी है, उससे उसके कथनों की किसी भी प्रकार से पुष्टि नहीं होती है और ऐसे में अप्रार्थी नियोजक द्वारा उसे सेवा से हटाये जाने से पूर्व अधिनियम के आज्ञापक किसी भी प्रावधान की पालना किया जाना आवश्यक नहीं रहा है। अप्रार्थी पक्ष की ओर से प्रस्तुत उक्त न्यायिक दृष्टांतों में भी इसी प्रकार का मत प्रकट किया गया है व इसके अतिरिक्त माननीय उच्चतम न्यायालय द्वारा न्यायिक दृष्टांत **मैनेजर, आरबीआई, बंगलोर बनाम एस.मनी एवं अन्य-2005 एलएलआर 737** में यह सिद्धांत प्रतिपादित किया गया है कि 240 दिवस कार्य करने के तथ्य को सिद्ध करने का भार प्रार्थी पर है। माननीय उच्चतम न्यायालय द्वारा **आर.एम.येल्लटी बनाम असि.एक्जीक्यूटिव इंजीनियर-एआईआर 2006 एससी 355** में यह सिद्धांत प्रतिपादित किया गया है कि कर्मकार पर 240 दिन निरन्तर काम करने के तथ्य को साबित करने का जो भार है, उसमें कर्मकार द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि उसने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा,

अपितु उसे किसी ठोस मौखिक एवं प्रलेखीय/दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके, परन्तु प्रार्थी श्रमिक इन विनिश्चयों के परिप्रेक्ष्य में हस्तगत प्रकरण में पत्रावली पर उपलब्ध समस्त मौखिक एवं दस्तावेजी साक्ष्य से यह तथ्य साबित करने में पूर्णतया असफल रहा है कि उसने हटाये जाने की तिथि 12/09/2000 से ठीक पूर्व के एक कलैण्डर वर्ष की अवधि में निरन्तर 240 दिन अप्रार्थी नियोजक बैंक के नियोजन में कार्य किया हो। ऐसी स्थिति में प्रार्थी श्रमिक अधिनियमान्तर्गत कोई संरक्षण प्राप्त नहीं होने से वह अप्रार्थी नियोजक के विरुद्ध कोई अनुतोष प्राप्त करने का अधिकारी नहीं है और निर्देश/रेफ्रेन्स भी इसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 29/11/2001 के जरिये सम्प्रेषित निर्देश/रेफ्रेन्स विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक संजय राठौड़, अप्रार्थी नियोजक रीजनल मैनेजर, बैंक ऑफ बड़ौदा, क्षेत्रीय कार्यालय, झालावाड़ रोड़, कोटा के यहाँ सेवा पृथक्ता की तिथि 12/09/2000 से ठीक पूर्व के एक कलैण्डर वर्ष की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य को प्रमाणित करने में पूर्णतया असफल रहा है, ऐसी स्थिति में अधिनियमान्तर्गत कोई संरक्षण प्राप्त नहीं होने से वह अप्रार्थी नियोजक से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

महेश पुनेठा, न्यायाधीश

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा के पंचाट (21/2014) प्रकाशित करती है।

[सं. एल - 12011/25/2014- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 520.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 21/2014) of the Cent.Govt.Indus. Tribunal-cum-Labour Court Kota as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12011/25/2014- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

IN THE INDUSTRIAL COURT AT PUNE

Presided Over by SHRI. K. N. GAUTAM

Reference IT NO. 21 OF 2014

Bank of Baroda

Zonal Office, Sharda Cen. 2nd Floor,

11/1 Erandwana Pune 411004.

... First Party

Versus

Yogesh Gajanan Chirmire

Spurti Colony Flat No.1, School N0.44,

Near Sanjaynagar Sangli, Sangli 416416.

... Second Party

AWARD**(Dated : 25.07.2022)**

This is a reference forwarded by the Government of India, Bharat Sarkar, Ministry of Labour, New Delhi vide order dated 28/05/2014 in exercise of the powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 in respect that whether the action of the management of First Party i.e. Bank of Baroda, Pune terminating services of Second Party i.e. Yogesh Gajanan Chirmire from 7.2.2011 is legal and justified and to what relief the Second Party is entitled as mentioned in the Schedule annexed to the order of the reference for adjudication to this Tribunal.

2. After receiving the said reference, notices were issued to both parties and they appeared. The issues were framed on 18.12.2021. The application of the Second Party for staying the present matter till the decision of Industrial Court, Mumbai regarding transfer of his case to Sangli Court was dismissed by my Id. Pre-decessor vide order dated 18.12.2021 below Exh. U-8 and he was directed to adduce evidence. However, even after grant of reasonable and sufficient opportunities the Second party failed to lead evidence. On last date i.e. on 23.6.2022 the matter was kept for order by passing order below Exh.O-1 and an opportunity was given to the Second party to lead evidence, but of no avail. Even today, the Second party with counsel remained absent when called repeatedly till 4:15 p.m. and even no application for adjournment is filed.

3. The reference is of May 2014. Till date, after more than 5 years, the second party has not filed his evidence. It appears that the second party has lost interest. In view of this in absence of evidence of the second party, the prayer of second party cannot be adjudicated. Therefore, I have no alternative, but to answer the reference in the negative. With this, I proceed to pass the following award :-

-: AWARD :-

1. The reference is answered in the negative.
2. No order as to costs.
3. The copies of this award be sent to the appropriate authority of the Government.

K. N. GAUTAM, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14ख की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा क्षेत्रीय ग्रामीण बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा के पंचाट (16/1996) प्रकाशित करती है।

[सं. एल-12012/55/95 -आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 521.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.16/1996) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kota as shown in the Annexure, in the industrial dispute between the management of Baroda Raj Keshtriya Gramin Bank and their workmen.

[No. L-12012/55/95-IR(B-I)]

SALONI, Dy. Director

अनुबंध**न्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)**

पीठासीन अधिकारी— श्री महेश पुनेठा, आर.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:ओ.न्या.(केन्द्रीय)—16/1996(सीआईएस—127/2014)

(सीएनआर—आरजेकेटी060000281996)

दिनांक स्थापित:08/07/1996

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क.

एल-12012/55/95-आईआर(बी-1) दि.02/07/1996

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम, 1947

मध्य

भरतसिंह गुर्जर द्वारा महामंत्री, ग्रामीण बैंक एम्प्लोईज यूनियन,
37 तबेला, गुलाब पथ, चौमू हाऊस, सी-स्कीम, जयपुर।

—प्रार्थी श्रमिक

एवं

1.अध्यक्ष, हाडौती क्षेत्रीय ग्रामीण बैंक, झालावाड़ रोड़, कोटा(पूर्व
नाम)

2.प्रबन्धक, बड़ौदा राज.क्षेत्रीय ग्रामीण बैंक, क्षेत्रीय कार्यालय,
झालावाड़ रोड़ कोटा(वर्तमान नाम)

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री ऋषभचंद जैन

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री एम.सी.गुप्ता

::अधिनिर्णय::

दि.:15/11/2022

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 02/07/1996 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क)के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

“क्या अध्यक्ष, हाडौती क्षेत्रीय ग्रामीण बैंक, झालावाड़ रोड़, द्वारा उसके कर्मकार श्री भरतसिंह गुर्जर, लिपिक सह-रोकड़िया, शाखा जावर की सेवाएं दिनांक 6/11/93 से समाप्त करने की कार्यवाही उचित एवं वैध है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का अधिकारी है?”

2— उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी यूनियन के महामंत्री द्वारा उपस्थित होकर स्टेटमेन्ट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: यह कथन किया गया है कि प्रार्थी श्रमिक भरतसिंह, प्रार्थी यूनियन का सदस्य है तथा जब वह अप्रार्थी बैंक में लिपिक सह रोकड़िया के पद पर कार्यरत होकर बैंक की गरड़ा शाखा में पदस्थापित था तो उसे दि.10/01/91 को निलम्बित कर दिनांक 27/03/91 को एक आरोप-पत्र दिया गया तथा जवाब का अवसर दिये बिना ही जॉच अधिकारी श्री एस.आई.हुसैन को नियुक्त कर दिया जिसने प्रार्थी को बचाव का समुचित अवसर दिये बिना दि.22/12/92 को जॉच प्रतिवेदन प्रस्तुत कर दिया जिस पर उसे दि.07/09/93 को कारण बताओ नोटिस दिया गया। प्रार्थी ने दि.21/10/93 को उक्त नोटिस का विस्तृत उत्तर प्रस्तुत किया, किन्तु उस जवाब, दस्तावेजों व प्रकरण के महत्वपूर्ण तथ्यों पर विचार किये बिना ही दि.06/11/93 को सेवा से हटाने का आदेश जारी कर दिया गया। इस आदेश के विरुद्ध की

गयी अपील, जवाब व दस्तावेजों पर बिना विचार किये उसकी अपील खारिज कर दी गयी। प्रार्थी की सेवामुक्ति पूर्णतया अनुचित व अवैध है क्योंकि जिस जाँच के आधार पर सेवामुक्ति किया गया है वह जाँच पूर्णतया अनुचित, अवैध व प्राकृतिक न्याय सिद्धांतों के विपरीत है। जाँच अधिकारी द्वारा आरोप क्रम 1, 2, 3 व 4 के सम्बन्ध में निकाला गया निष्कर्ष साक्ष्य व दस्तावेजों पर आधारित नहीं होकर पूर्णतया कयासों पर आधारित है जिस कारण जाँच पूर्णतया पर्वर्स है। अन्त में प्रार्थना की गयी है कि उक्त सेवामुक्ति आदेश अनुचित व अवैध घोषित कर पिछले सम्पूर्ण वेतन, आर्थिक लाभ व सेवा की निरन्तरता सहित सेवा में बहाली का अनुतोष प्रदान किया जावे।

3— अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि प्रार्थी के विरुद्ध गम्भीर दुराचरण के आरोपों के सम्बन्ध में आरोप-पत्रांक 1062 दिनांकित 27/03/91 जारी किया जाकर नियमानुसार जाँच अधिकारी नियुक्त किया गया जिसके द्वारा प्रार्थी को पूर्ण अवसर प्रदान कर सम्पूर्ण जाँच नैसर्गिक न्याय सिद्धांतों की पालना कर सम्पन्न की गयी। प्रस्तुत जाँच रिपोर्ट का अवलोकन कर व्यक्तिगत सुनवाई उपरान्त समस्त कथन, तथ्यों, पुराने रिकार्ड व आरोपों की गम्भीरता आदि सभी को ब्यवेष्टित कर अप्रार्थी संस्था की प्रकृति व हित में प्रार्थी के विरुद्ध सेवामुक्ति का दण्डादेश पारित किया गया है जो पूर्णतया उचित एवं वैध है। अन्त में प्रार्थना की गयी है कि प्रार्थी का क्लेम निरधार होने से सव्यय निरस्त किया जावे।

4— यहाँ यह उल्लेखित किया जाना समीचीन व उपयुक्त होगा कि न्यायाधिकरण द्वारा विस्तृत आदेशिका दि.25/10/2021 के द्वारा प्रार्थी श्रमिक के विरुद्ध की गयी “घरेलु जाँच की ऋजुता, उचितता और वैधता” के सम्बन्ध में उभयपक्ष की बहस सुनी जाकर उसे न्याय के नैसर्गिक सिद्धांतों के अनुसार विधिसम्मत होना माना गया है, ऐसे में अब उसमें दिये गये निष्कर्षों की पुनरावृत्ति की आवश्यकता नहीं है।

5— उभयपक्ष के विद्वान प्रतिनिधिगण की बहस सुनी गयी, उनकी ओर से लिखित बहस भी प्रस्तुत की गयी जो बहस उनकी ओर से प्रस्तुत अपने-अपने अभ्यावेदनों के अनुरूप ही रही है। विद्वान प्रतिनिधि प्रार्थी का तर्क रहा है कि इस न्यायाधिकरण को इस प्रकरण में यह देखना है कि क्या घरेलु जाँच के दौरान जो साक्ष्य आयी है वह विधिक है अथवा नहीं और क्या उस साक्ष्य के आधार पर प्रार्थी के विरुद्ध लगाये गये आरोप सिद्ध होते हैं अथवा जाँच के निष्कर्ष पर्वर्स हैं। साथ ही न्यायाधिकरण को यह भी देखना है कि प्रार्थी श्रमिक को दिया गया दण्डादेश उचित एवं वैध है अथवा नहीं और यदि उचित है तो क्या वह दण्डादेश उसके दुराचरण के कृत्य की तुलना में असमानुपाती (Disproportionate) है अथवा नहीं? उनकी ओर से अपने तर्कों के समर्थन में निम्न न्यायिक दृष्टांत प्रस्तुत किये गये हैं:—

1-United Bank of India Vs. Biswanath Bhattacharjee- 2022 (173) FLR 897 (SC)-

2- Jorsingh Govind Vanjari Vs. Divisional Controller, Maharashtra State Road Transport Corporation 2017 152 FLR 127 (SC)

3- Mavji C. Lakun Vs. Central Bank of India.- 2008 (119) FLR 96 (SC).

4- Central Bank of India Ltd. Vs. Prakash Chand Jain- 1969 (19) FLR 191 (SC).

5-Executive Director, Hotel Clarks Amer & Anr. Vs. Labour Judge no. 1 & Anr. -2015 (2) WLC(RAJ.) 323.

6- J.K. Synthetics Ltd. Vs. Labour Court Kota & Anr. -2007 (1) WLN 139 (Raj.).

7- M.Ch. Subba Rao Vs Depot Manager, APSRT, Chilakaluripet Depot and anothers -2013 (136) FLR 637.

8- Maharaj Kishore Saxena Vs. Union of India and others- 2014 (141) FLR 907.

9- Roop singh Negi Vs. Punjab National Bank and others.-2009 (120) FLR 610.

10- Rajendra Kumar Bhola Vs. State of Raj. & Ors.-2009 (3) WLC 706.

11- Ministry of Finance and others Vs. S.B. Ramesh-1998 (78) FLR 700.

12- Amritlal Vs. State of Raj. Ors.-1981 WLN (UC) 457.

13- Hindustan Petroleum Corporation Ltd. vs Yeshwant Redkar and anothers-2004 (103) FLR 39.

14- Ananda Chandra Prusty Vs. Orissa Mining Corpn. Ltd. and Another- 1997 (1) CLR 361

15- Devi Singh Vs. State of Raj. & Ors.-2008 (3) WLC 157.

16- Deepali Gundu Surwase and Kranti Junior adhyapak and others- 2013 (139) FLR 541.

17- Chairman, Disciplinary Authority, Rani Lakshmi Bai Kshetriya Gramin Bank, Vs. Jagidsh Sharan Varshney and others- 2009 (123) FLR 616.

18- Amar Nath Chowdhury Vs. Braithwaite & Co. Ltd. and others 2002 (93) FLR 850.

इसके विपरीत नियोजक पक्ष की ओर से यह तर्क दिया गया है कि यह न्यायाधिकरण औ.वि.अधिनियम की धारा 11-ए के तहत घरेलू जॉच उचित व वैध माने जाने के पश्चात दण्ड की मात्रा (Quantum of Punishment) पर तभी हस्तक्षेप कर सकता है जबकि दिया गया दण्ड बिल्कुल असमानुपाती (Grossly Disproportionate) हो। उनका यह भी तर्क रहा है कि हस्तगत मामले में प्रार्थी जोकि एक बैंककर्मी था, ने बैंक के साथ बेईमानी व धोखाधड़ी करके अपना विश्वास खो दिया है, अतः वह किसी भी प्रकार से सहानुभूति का हकदार नहीं है और उसे दिया गया सेवामुक्ति का दण्ड किसी भी रूप से अत्यधिक नहीं होकर उचित है जिसमें कमी नहीं किया जाना चाहिए। अपने तर्कों के समर्थन में उनके द्वारा निम्न न्यायिक दृष्टांत प्रस्तुत किए हैं:-

1. Ruston & Hornsby (I) Ltd. Vs. T.B.Kadam-AIR 1975 SC 2025

2. State Bank of India & Ors. Vs. Ramesh Kumar Kachhawaha-2019(1) RLW 416 (Raj.)

3. M.L.Singla Vs. Punjab National Bank and Anr.-AIR 2018 SC 4668

4. Union of India & Ors. Vs. B.K.Srivastava-AIR 1998 SC 300

5. State of Gujrat and Anr. Vs. Bhanji Gopal Karchhar-(2016) 12 SCC 645

6. State of U.P.Vs. Harendra Arora and Anr.-AIR 2001 SC 2319

7.Haryana Financial Corporation & another Vs. Kailash Chandra Ahuja- 2008(118) FLR 700

6— अप्रार्थी पक्ष की ओर से प्रार्थी श्रमिक के विरुद्ध की गयी विभागीय जॉच से सम्बन्धित दस्तावेजात अभिलेख पर प्रस्तुत किये हुए हैं, जिनका तथा पत्रावली का ध्यानपूर्वक अवलोकन किया गया तथा उभयपक्ष की ओर से प्रस्तुत न्यायिक दृष्टांतों का सम्मान अवलोकन कर उनसे मार्गदर्शन प्राप्त किया गया।

7— इस प्रकरण में न्यायाधिकरण के समक्ष यही मुख्य बिंदु अवधारणार्थ है कि क्या प्रार्थी श्रमिक के विरुद्ध दिया गया दण्डादेश उचित एवं वैध है अथवा नहीं और यदि उचित है तो क्या दिया गया दण्ड उसके दुराचरण की तुलना में असमानुपाती (Disproportionate) है अथवा नहीं? इस सम्बन्ध में आरोप—ज्ञापन संख्या 1062 दिनांकित 27/03/91 से प्रकट है कि प्रार्थी श्रमिक के विरुद्ध कुल पांच आरोप भिन्न-भिन्न तिथियों की घटना के सम्बन्ध में लगाये गये थे। दौराने जॉच उक्त पांच आरोपों में से आरोप संख्या 5 को अप्रार्थी बैंक, प्रार्थी के विरुद्ध सिद्ध नहीं कर पाया और जॉच अधिकारी ने अपनी जॉच रिपोर्ट में आरोप संख्या 1, 2 व 4 को प्रमाणित पाया तथा आरोप संख्या 3 को आंशिक प्रमाणित पाया, तदुपरान्त सक्षम प्राधिकारी द्वारा नियमानुसार जॉच अधिकारी के निष्कर्ष के आधार पर प्रार्थी को व्यक्तिगत सुनवाई का अवसर प्रदान कर समस्त तथ्यों व आरोपों की गुरुता (Gravity) का आंकलन कर प्रार्थी के विरुद्ध प्रमाणित आरोप संख्या 1 के लिए सेवा सेवामुक्ति के दण्ड, प्रमाणित आरोप संख्या 2 के लिए स्थाई रूप से तीन वार्षिक वेतन वृद्धि, आरोप सं. 3 जो की आंशिक रूप से प्रमाणित पाया गया के लिए दिग्दण्डित व प्रमाणित आरोप संख्या 4 के लिए स्थाई रूप से एक वार्षिक वेतन वृद्धि रोकने के दण्डादेश दिनांकित 06/11/93 के द्वारा दण्डित किया गया है जबकि आरोप संख्या 5 के लिए पूर्णरूप से दोषमुक्त किया गया है।

8— प्रार्थी के विरुद्ध दोषारोपण—पत्रानुसार **आरोप संख्या 1** इस बाबत रहा है कि दि.3 जनवरी, 1991 को शाखा प्रबन्धक श्री एम.एल.मीणा प्रातः 11.30 बजे बारां शाखा में नकदी जमा कराने हेतु केश तिजोरी की अपने

अधिकार वाली चाबी एवं नकदी प्रार्थी गूजर लिपिक सह रोकड़िये को चार्ज में देकर प्रस्थान कर गये थे। उस समय नकदी, पांच जमाकर्ताओं द्वारा जमा की जा चुकी थी जिसकी प्रविष्टि प्राप्ति बही में अंकित थी, किन्तु प्रार्थी द्वारा नकद प्राप्ति बही में यह लिखकर कि “नकदी कम पाने पर आगे लिखा गया है”, नकदी बही के अगले पृष्ठ पर पॉच में से चार जमाकर्ताओं की प्रविष्टियाँ कर श्री केदारलाल जमाकर्ता की 1100/—रु. की प्रविष्टि हटा दी गयी जिस कारण जमाकर्ता के बचत खाता संख्या 63 में 1100/—रु. की जमा प्रविष्टि नहीं हो पायी जबकि सम्बन्धित बाउचर भी शाखा रिकार्ड में उपलब्ध था। प्रार्थी का यह कृत्य दुर्भावनापूर्ण व स्वयं को लाभ पहुँचाने की उद्देश्य से राशि 1100/—रु. की प्रविष्टि हटाने बाबत बैंक राशि का दुरुपयोग (Misappropriation of Bank Fund) व पद का दुरुपयोग है जोकि गम्भीर कदाचार एवं बैंक विनियम 1983 के नियम-19 का स्पष्ट उल्लंघन है। अप्रार्थी बैंक के अनुसार प्रार्थी ने केश कम हो जाने की सूचना दि. 06/01/91 तक नहीं दी तथा 07/03/91 को जब शाखा प्रबन्धक श्री मीणा उपस्थित हुए तभी यह तथ्य जानकारी में आया। इस सम्बन्ध में प्रार्थी का क्लेम में कथन रहा है कि उसने आरोपों बाबत दिये गये कारण बताओ नोटिस का विस्तृत उत्तर दि. 21/10/93 को प्रस्तुत कर दिया था। इस आरोप से सम्बन्धित मुख्य बैंक साक्षी केदारलाल एम.डबल्यू.3 का घरेलु जॉच बयान रहा है कि वह 22 साल से गरड़ा में रह रहा है और उसका हाड़ौती बैंक की गरड़ा शाखा में बचत खाता संख्या 63 है। उसने 3 जनवरी, 91 को प्रातः साढ़े आठ बजे अपने हाथ से पर्ची भरकर 1100/—रु. जमा करने हेतु मैनेजर नाथूलाल मीणा को दिये थे जो मैनेजर के घर पर दिये थे और उसे मैनेजर साहब ने जमा करने की प्राप्ति रसीद दी थी, किन्तु वह राशि उसके खाते में जमा नहीं हुई, यह बात इस गवाह ने बैंक के चेयरमेन को भी बता दी थी। इस गवाह ने जिरह में कथन किया है कि प्रार्थी गूजर ने सुरेश नाम व्यक्ति को उसके पास भेजकर खाते में पैसे जमा होने बाबत जानकारी चाही थी, किन्तु सुरेश ने उससे ऐसा नहीं कहा व ना यह पूछा कि यह राशि खाते में जमा हुई या नहीं। दूसरे बैंक साक्षी जनरेल सिंह एम.डबल्यू.1 ने उक्त साक्षी के बयानों की पुष्टि करते हुए कथन किया है कि यह गवाह भी बचत खाते में पैसे जमा करवाने गया तो केदारलाल भी पर्ची भर रहे थे, उन्होंने मैनेजर साहब जो हाड़ौती क्षेत्रीय ग्रामीण बैंक गरड़ा के मैनेजर हैं, को जमा करने के लिए 1100/—रु. दिये थे और उसके एवज में उन्हें रसीद दी थी। तीसरे बैंक साक्षी सत्यनारायण शर्मा एम.डबल्यू.4 क्षेत्र पर्यवेक्षक का बयान रहा है कि दि. 11/01/91 को यह शाखा गरड़ा में उपस्थित हुआ था, शाखा के बैंक के जे.पी.यादव, पी.के.खरे, कैलाश ड्राईवर आदि उपस्थित थे, इस गवाह ने जे.पी.शर्मा के इस निर्देश पर कि रामगोपाल पांचाल ताला तोड़ने वाले को बुलाकर लाये, यह गवाह उसे बुलाकर लाया, उसके द्वारा ताला तोड़ने के पश्चात उपस्थित बैंक अधिकारियों ने बैंक शाखा में प्रवेश किया, सब प्रत्यक्षदर्शियों के सामने केश को गिना गया, गणना के लिए बाउचरों को देखा गया तो उनमें बाउचर कम थे। जिरह में इस साक्षी ने कथन किया है कि घटना के समय सह रोकड़िया बी.एस.गूजर उपस्थित नहीं थे। उक्त साक्षी के कथनों की पुष्टि रामगोपाल एम.डबल्यू.2 के बयान से भी होती है जिसने बैंक अधिकारियों के कहने से बैंक के बीच वाले दरवाजे का ताला तोड़ने का कथन किया है तथा यह भी कथन किया है कि उन अधिकारियों ने केशियर साहब वाली मेज की दराज खोली जिसमें रोशन रखी हुई थी और उस रोशन को इस गवाह के सामने गिना था। बैंक साक्षी नाथूलाल मीणा एम.डबल्यू.9 जोकि घटना के समय बैंक शाखा गरड़ा पर शाखा प्रबन्धक की हैसियत से पदस्थापित थे, ने बयान किया है कि भरतसिंह गूजर बैंक की सायंकाल से छीनोद ग्राम तक बैंक नकदी ले जाते थे और उससे आगे रामगढ़ से बारां वाली बस से जाकर नकद जमा करवाते थे। दि. 03/01/91 को बैंक की साईकिल नहीं थी क्योंकि गूजर ने उसके अवकाश के दौरान दिसम्बर, 90 में उसे गुमा दिया था, बैंक हित को दृष्टिगत रखते हुए नकदी हस्ताक्षरण इस गवाह के द्वारा किया गया। यह गवाह दि. 7 जनवरी, 91 को शाखा में पुनः उपस्थित हुआ तो उसे रोकड़िया लिपिक भरत सिंह गूजर ने बताया कि 1100/—रु. नकदी कम पड़ गई थी जिसका मिलान करने के लिए केदार लाल बचत खाता संख्या 63 का जमा बाउचर राशि रु. 1100/—का हटा दिया था। इस गवाह का कथन रहा है कि दि. 03/01/91 को बाउचर्स की नकदी प्रार्थी के द्वारा ली गयी थी तथा गिनवा दी गयी थी और उसने गिनकर कस्टेडी में ली थी, किन्तु प्रार्थी ने इस बाबत उससे कोई जिक्र नहीं किया। इस साक्षी से प्रार्थी आरोपी ने कोई जिरह नहीं की है, जिससे गवाह की साक्ष्य अखण्डित रही है। प्रार्थी ने अप्रार्थी पक्ष की उक्त साक्ष्य के खण्डन स्वरूप बावजूद पर्याप्त अवसर दिये जाने पर भी बचाव में अपने आप को साक्षी के रूप

में प्रस्तुत नहीं किया है।

जांच के दौरान आयी साक्ष्य के आधार पर आरोप सं.1 के संबंध में जांच अधिकारी द्वारा अपनी जांच रिपोर्ट में यह निष्कर्ष दिया है कि “महत्वपूर्ण यह है कि राशि शाखा प्रबंधक श्री मीणा ने प्राप्त की थी वह लिपिक सह रोकड़िया श्री गूजर को सम्भलवाई गई थी या नहीं? प्रदर्श एम-3 से स्पष्ट है कि दिनांक 03.01.91 को प्रातः 11.30 बजे शाखा प्रबंधक श्री मीणा अपने अधिकारी की केश सेफ की चाबी नम्बर-2 सम्भलवाकर राशि रु. 30,000/- लिपिक सह रोकड़िया से प्राप्त कर (प्रदर्श एम-51) शाखा बारां में जमा करवाने हेतु प्रस्थान कर गये। इससे स्पष्ट है कि समस्त केश काप्रभार श्री गूजर ने प्राप्त कर लिया था। यदि उस यम केश कम था तो श्री गूजर लिपिक सह रोकड़िया को आपत्ती की जानी चाहिये थी। श्री गूजर द्वारा यह आपत्ती शाखा प्रबंधक श्री मीणा की उपस्थिति में नहीं की गई। प्रदर्श एम-2 से स्पष्ट है कि जब श्री मीणा शाखा प्रबंधक ने शाखा से प्रस्थान के पूर्व श्री कैदार लाल खातेदार की नकद प्राप्ति बही में प्रविष्टि हो चुकी थी। अतः श्री गूजर को श्री मीणा से इसके बारे में जानकारी प्राप्त करना चाहिये था लेकिन जांच में ऐसा कोई साक्ष्य प्रस्तुत नहीं हुये हैं जो यह दर्शाते हों कि श्री गूजर को इसकी जानकारी नहीं थी। जब नकद प्राप्ति बही में श्री गूजर ने शाखा प्रबंधक श्री मीणा से प्राप्त की तो यह माना जाता है कि उन्होंने केश भी प्राप्ति बही में अंकित प्रविष्टियों के अनुसार प्राप्त कर लिया होगा यदि उस समय इन्होंने केश प्रविष्टियों के अनुरूप प्राप्त नहीं किया तो उस केश की कमी के लिये वह स्वयं जिम्मेदार है। उन्हें इस प्रकार किसी खातेदार की प्रविष्टियां हटाने का अधिकार नहीं था। जब प्रविष्टि हुई है तो स्वाभाविक है कि खातेदार ने 1100/- जमा करने हेतु दिये थे। जब नकदी प्राप्ति बही में 1100/- की प्राप्ति की प्रविष्टि है तो इस पर विचार करना कि यह राशि खातेदार द्वारा वास्तव में जमा की गई या नहीं तर्क संगत नहीं है, जब जमा बही में 1100/- की प्राप्ति की प्रविष्टि है तो यह माना जायेगा कि यह राशि बैंक को प्राप्त हुई है। इस राशि के चोरी हो जाने या गुम हो जानें अथवा कम हो जानें की दशा में बैंक का वह अधिकारी उत्तरदायी होगा जिसके अधिकार में बैंक नकदी थी। इस प्रकरण में शाखा प्रबंधक के बारां प्रस्थान करने के बाद यह राशि श्री गूजर के अधिकार में थी अतः राशि में कमी की दशा में श्री गूजर उत्तरदायी हैं।”

प्रार्थी पक्ष का यह तर्क कि बैंक गवाहों से जिरह हेतु उसे सुसंगत दस्तावेज उपलब्ध नहीं करवाये गये, किसी भी रूप में अतार्किक है, क्योंकि प्रथम तो ये सभी दस्तावेज उसे दौराने जाँच उसकी मांग पर बैंक द्वारा उपलब्ध करवा दिये गये थे जो निश्चित रूप से उसके पास उपलब्ध थे व द्वितीय यदि और कोई भी सुसंगत दस्तावेज की उसे आवश्यकता थी तो वह ऐसा प्रार्थना-पत्र प्रस्तुत करवा अन्य सुसंगत रिकार्ड तलब करवा अपने पक्ष को मजबूती से पुष्ट कर सकता था, किन्तु प्रार्थी की ओर से ऐसा कुछ भी प्रयास नहीं किया गया है। साक्ष्य के समग्र विश्लेषण से यह स्पष्ट प्रकट होता है कि प्रार्थी आरोपी जोकि बैंक शाखा गरड़ा में एक महत्वपूर्ण पद लिपिक सह रोकड़िये के पद पर पदस्थापित था, का यह परम कर्तव्य था कि उसे जो भी राशि व बाउचर्स बैंक शाखा प्रबंधक द्वारा चार्ज में सौंपे गये, उनकी उसी अनुसार बैंक खाते अथवा केश बुक में इन्द्राज करता और उस राशि को बैंक हित में सुरक्षित रखता लेकिन प्रार्थी द्वारा दुर्भावनावश व स्वयं को लाभ पहुँचाने के उद्देश्य से पांच प्रविष्टियों में से एक प्रविष्टि 1100/-रु. की राशि को हटाने का किया गया कृत्य बैंक राशि के दुरुपयोग ;डपेंचतवतपंजपवद वटिंदा थनदकद्ध व पद का दुरुपयोग किये जाने का है जोकि गम्भीर कदाचार एवं बैंक विनियम 1983 के नियम-19 का स्पष्ट उल्लंघन है। पत्रावली उपलब्ध साक्ष्य के आधार पर जांच अधिकारी ने आरोप संख्या 1 प्रार्थी के विरुद्ध पूर्णरूपेण प्रमाणित पाया है जाँच अधिकारी द्वारा इस आरोप के लिए जो निष्कर्ष दिया है व युक्तियुक्त एवं उचित है और जांच अधिकारी के निष्कर्ष से यह न्यायालय भी सहमत है।

9— प्रार्थी के विरुद्ध आरोप संख्या 2 व 3 एक ही घटना दिनांकित 10/01/91, अर्थात् प्रार्थी द्वारा इस तिथि को कुछ बाउचर्स अपने साथ ले जाने, शाखा परिसर गरड़ा के मुख्य द्वार पर स्वयं द्वारा ताला लगाने, शाखा प्रबंधक एन.एल.मीणा से गाली-गलोच, बल प्रयोग व धक्का-मुक्की कर अभद्र व्यवहार करने तथा बैंक ऋणी मोहनलाल से सम्बन्धित दस्तावेज छीनकर अन्य बाहर व्यक्ति अमरसिंह चौधरी को सौंपने आदि से सम्बन्धित रहे हैं, अतः इन दोनों पर एक साथ ही विश्लेषण किया जा रहा है। इस सम्बन्ध में घटना के मुख्य

साक्षी एन.एल.मीणा एम.डबल्यू.9 शाखा प्रबन्धक का जाँच बयान रहा है कि दि.10/01/91 को 12.45 बजे जब यह साक्षी ऋण दस्तावेज अपनी टेबल पर रखकर इन्सपेक्शन रिपोर्ट इत्यादि की कार्यवाही करने जा रहा था तो श्री गूजर ने इससे कहा कि “मैं तुम्हें काम करने नहीं दूँगा क्योंकि तुमने मेरी शिकायत की है, मैं तो मरुंगा ही तुम्हें भी लेकर मरुंगा” उसने इस साक्षी से दस्तावेज छीनने की कोशिश की व प्रतिरोध करने पर गाली-गलोच की तथा अमरसिंह को अन्दर बुलाकर उससे दस्तावेज छीनकर उसे दे दिये तथा कहा कि ये दस्तावेज बाद में ले लेंगे। अमरसिंह वह दस्तावेज जो मोहनलाल आत्मज धन्नालाल से सम्बन्धित थे, अपने साथ ले गया तथा इसने श्री गूजर से कहा कि मैं इस सम्बन्ध में बैंक को सूचित करूँगा व पुलिस में रिपोर्ट भी दर्ज करूँगा। इस गवाह से प्रार्थी द्वारा कोई जिरह नहीं की गयी है। दूसरे बैंक साक्षी कृष्णबिहारी सक्सेना एम. डबल्यू.7 ने जाँच बयान में कथन किया है कि यह गवाह ग्रामपंचायत गरड़ा में सहायक सचिव के पद पर नियुक्त था, ग्रामपंचायत, बैंक कार्यालय के निकट है, दि.10/01/91 को इसने शाखा हाड़ौती बैंक से हो-हल्ले की आवाज सुनी, इसने जाकर देखा कि मेनगेट पर केशियर भरत सिंह गूजर मैनेजर साहब श्री मीणा से कुछ बैंक कागजात, मिसलें/फाईल छीनने की कोशिश कर रहे थे गवाह ने यह कथन भी किया है कि अमर सिंह अंदर बैंक से कागजात लेकर बाहर आए तथा उनकी सोसायटी के कार्यालय में चले गए श्री गूजर ने यह अपशब्द कि मैं तुम्हारा मर्डर कर दूँगा, मेरा कुछ नहीं बिगड़ेगा, अगर मैं मरा तो तुम्हें भी साथ लेकर मरुंगा कहते हुए मैनेजर सा. को मां-बहिन की भद्दी गालियां बकी। अन्य बैंक साक्षी निर्मलसिंह एम.डबल्यू.8 ने भी प्रार्थी केशियर द्वारा शाखा प्रबन्धक श्री मीणा के साथ अभद्र व्यवहार करने, धक्का-मुक्की तथा गाली-गलोच करने के कथन किये हैं तथा यह भी कथन किया है कि केशियर गूजर ने अमरसिंह नामक व्यक्ति को बैंक के जो दस्तावेज दिये जिन्हें वह लेकर कार्यालय सोसायटी के बाहर चला गया। इस गवाह से भी प्रार्थी ने कोई जिरह नहीं की है। साक्षी अमरसिंह एम.डबल्यू.6 ने जाँच में बयान दिया है कि जनवरी, 91 में उसे बैंक के दस्तावेज दिये थे जो बैंक केशियर भरत सिंह गूजर के हाथ से प्राप्त हो गये थे और दि.12 जनरी, 91 को उसने उक्त दस्तावेज श्री यादव को जब वह गरड़ा आए थे, उपलब्ध करवा दिये थे। अप्रार्थी साक्षी प्रशान्त कुमार खरे एम.डबल्यू.5 जोकि प्रधान कार्यालय बैंक में अन्वेषण का कार्य करता था, ने जाँच बयान में कथन किया है कि यह साक्षी कार्यालय निर्देशानुसार श्री यादव शाखा प्रबन्धक, बारां के साथ 10 जनवरी, 91 को जीप द्वारा बैंक शाखा गरड़ा गया था, मुख्य द्वार पर बैंक का ताला व उसके अन्दर वाले द्वार पर बैंक का पीतल का ताला व एक अन्य लाल ताला रोकसी डिलक्स लगा हुआ था। वहाँ कुछ लोगों ने बताया कि आज दोपहर लिपिक सह रोकड़िया बी.एस.गूजर द्वारा एन.एल. मीणा शाखा प्रबन्धक से आपसी कहा-सुनी, गाली-गलोच हुई व श्री मीणा को धक्के देकर बैंक से बाहर निकाल कर स्वयं का ताला बैंक के बीच वाले दरवाजे पर लगा दिया। औपचारिक कार्यवाही उपरान्त ताला तुड़वा कर अन्दर प्रवेश करने पर पाया गया कि बैंक के अन्दर शाखा प्रबन्धक एवं लिपिक सह रोकड़िये जहाँ बैठते हैं, कागज के छोटे टुकड़े व दराज में हाथ नकदी पड़ी हुई थी। श्री यादव द्वारा दि.10/01/91 को हुए लेन-देन के बाउचर श्री मीणा को दिखाने को कहा तो उन्होंने बाउचर उपलब्ध करवाये तथा अनुपलब्ध बाउचर्स से सम्बन्धित खातेदारों को बुलवाकर डुप्लीकेट बाउचर बनवाकर केश से मिलान करने पर 2/-रु. अधिक पाये गये। इन उक्त सभी बैंक साक्षीगण से प्रार्थी आरोपी ने कोई जिरह नहीं की।

उक्त साक्ष्य के विश्लेषण से यह तो प्रकट होता है कि प्रार्थी द्वारा शाखा प्रबन्धक श्री एन.एल.मीणा के साथ गाली-गलोच, अभद्र व्यवहार आदि का कृत्य किया गया है, किन्तु यह कहीं प्रकट नहीं होता है कि प्रार्थी द्वारा उक्त जो दो बाउचर्स अमरसिंह नामक व्यक्ति को सौंपे गये हैं, उस बाबत शाखा प्रबन्धक से उसने जबरदस्ती छीना-झपटी की व बल प्रयोग किया हो, यदि कदाचित ऐसा होता तो आक्रोशवश दस्तावेजात की छीना-झपटी में उन कागजात के नष्ट होने की पूरी-पूरी संभावना होती और यदि वे बल प्रयोग छीना-झपटी में क्षतिग्रस्त हो जाते तो शाखा प्रबन्धक द्वारा प्रार्थी रोकड़िये के विरुद्ध अवश्य पुलिस में ऐसी रिपोर्ट दर्ज करवायी जाती, किन्तु स्वयं शाखा प्रबन्धक के कथनानुसार उसने ऐसी कार्यवाही नहीं की गयी। निष्कर्षतः अप्रार्थी की उक्त साक्ष्य से यह तो प्रमाणित है कि प्रार्थी ने बैंक शाखा प्रबन्धक के साथ अभद्र व्यवहार, गाली-गलोच आदि का कृत्य किया है, किन्तु यह पूर्णरूपेण प्रमाणित नहीं है कि प्रार्थी ने जो दो दस्तावेज बैंक

शाखा प्रबन्धक से लिए वे उसने बल प्रयोग करके या छीना-झपटी करके प्राप्त किये हों और जांच अधिकारी ने आरोप संख्या 2 प्रार्थी के विरुद्ध पूर्णरूपेण प्रमाणित व आरोप संख्या 3 आंशिक रूप से प्रमाणित पाया है जाँच अधिकारी द्वारा इन आरोपों के लिए जो निष्कर्ष दिया है व युक्तियुक्त एवं उचित है और जांच अधिकारी के निष्कर्ष से यह न्यायालय भी सहमत है।

10— प्रार्थी के विरुद्ध आरोप संख्या 4, उसके द्वारा दि.22/12/90 से 26/12/90 के बीच बैंक की साईकिल बिना अनुमति के व्यक्तिगत कार्य से ले जाकर खोने बाबत है। इस आरोप से सम्बन्धित बैंक साक्षी नाथूलाल मीणा एम.डबल्यू.9 का जाँच बयान रहा है कि दि.22/12/90 को वह अवकाश उपभोग हेतु शाखा से प्रस्थान कर गया था तथा 27/12/90 को लौटने पर पाया कि बैंक की साईकिल नहीं है, श्री गूजर से पूछने पर बताया कि वह छिनोद ग्राम में श्री दिनेश जी के घर पर साईकिल रखकर दि.24/12/90 को अवकाश उपभोग हेतु अपने गांव चला गया था तथा उन्हें बताया था कि जब आउंगा तो ले जाउंगा। जब इस साक्षी ने अवकाश पर लौटकर दि.07/1/91 को श्री गूजर से पूछा कि साईकिल कहां हैं तो श्री गूजर ने बताया कि वहाँ से खो गयी है, उसने अध्यक्ष महोदय को दिनांक 07.01.91 को मौके पर ही जब वह शाखा पर आए थे इसकी सूचना दी, इस गवाह से प्रार्थी पक्ष द्वारा कोई जिरह नहीं की गयी जिससे गवाह की साक्ष्य अखण्डित रही है। इस संबंध में दूसरे साक्षी दिनेश शर्मा एम.डबल्यू.10 ने बयान किया कि गरड़ा शाखा में इसके आवर्ती व जमा के खाते हैं तथा भरत सिंह गूजर गरड़ा केशियर बैंक की एटलस साईकिल प्रायः उसकी दुकान पर खड़ी करके जाया करता था, किन्तु इस गवाह की स्पष्टतः साक्ष्य रही है कि दि.24/12/90 को लगभग 3-4 बजे भरतसिंह गूजर उसकी दुकान पर आया था, किन्तु उसने साईकिल इसके यहाँ नहीं रखकर उसके पास वाली दुकान के सामने सड़क के निकट ही खड़ी कर दी थी, 3-4 दिन बाद गूजर छिनोद गांव से इसकी दुकान पर आया और कहा कि बैंक की साईकिल वहाँ से गुम हो गयी है। प्रार्थी ने इस गवाह से भी कोई जिरह नहीं की है, ना बचाव में अपने आपको प्रस्तुत किया है। प्रार्थी का ही यह प्रथम दायित्व था कि जब बैंक साईकिल उसके कब्जे में रहती थी तो उसे स्वयं को उसकी सुरक्षा की जानी चाहिए थी, साईकिल जोकि एक बैंक सम्पत्ति थी, चाहे वह बैंक के काम से लेकर गया या स्वयं के काम से लेकर गया, किन्तु अंततोगत्वा पूर्ण जिम्मेदारी प्रार्थी की ही थी, उसने पुलिस में साईकिल की गुम होने की कोई रिपोर्ट भी नहीं करवायी जोकि उसकी लापरवाही का ही द्योतक है। निष्कर्षतः अप्रार्थी की उक्त अखण्डित साक्ष्य से यह भली-भाँति प्रमाणित है कि प्रार्थी ने जानबूझ कर बैंक साईकिल को खो कर बैंक की सम्पत्ति को आर्थिक हानि पहुँचायी है जो कृत्य बैंक हित के विरुद्ध होकर बैंक विनियम 1983 के नियम-19 का स्पष्ट उल्लंघन है। पत्रावली उपलब्ध साक्ष्य के आधार पर जांच अधिकारी ने आरोप संख्या 4 प्रार्थी के विरुद्ध पूर्णरूपेण प्रमाणित पाया है जाँच अधिकारी द्वारा इस आरोप के लिए जो निष्कर्ष दिया है व युक्तियुक्त एवं उचित है और जांच अधिकारी के निष्कर्ष से यह न्यायालय भी सहमत है।

11— प्रार्थी पक्ष की मुख्य रूप से यह बहस रही है कि इस प्रकरण में न्यायालय को निम्नलिखित बिन्दुओं पर विचार करना है कि क्या घरेलू जाँच के दौरान जो साक्ष्य आयी है वह विधिक साक्ष्य है, उसके आधार पर आरोप सिद्ध होते हैं अथवा नहीं, जांच अधिकारी के निष्कर्ष परवर्स है, और दुराचरण को देखते हुए दिया गया दण्ड अनुपातिक (Disproportionate) है?

प्रार्थी की ओर से अपने उक्त तर्कों के समर्थन में निम्न न्यायिक दृष्टांत भी प्रस्तुत किए गए—

1-United Bank of India Vs. Biswanath Bhattacharjee- 2022 (173) FLR 897 (SC)-

2- Jorsingh Govind Vanjari Vs. Divisional Controller, Maharashtra State Road Transport Corporation 2017 152 FLR 127 (SC)

3- Mavji C. Lakun Vs. Central Bank of India.- 2008 (119) FLR 96 (SC).

4- Central Bank of India Ltd. Vs. Prakash Chand Jain- 1969 (19) FLR 191 (SC).

5-Executive Director, Hotel Clarks Amer & Anr. Vs. Labour Judge no. 1 & Anr. -2015 (2) WLC(RAJ.) 323.

6- J.K. Synthetics Ltd. Vs. Labour Court Kota & Anr. -2007 (1) WLN 139 (Raj.).

7- M.Ch. Subba Rao Vs Depot Manager, APSRT, Chilakaluripet Depot and anothers -2013 (136)

FLR 637.

अप्रार्थी पक्ष की ओर से उक्त तर्कों के खण्डन में यह तर्क दिया है कि प्रकरण में न्यायालय को सिर्फ प्रार्थी के विरुद्ध प्रमाणित आरोपों के संबंध में दी गई सजा के संबंध में ही यह देखना है कि सजा अत्यधिक तो नहीं है। दुराचरण के संबंध में प्रार्थी को दिया गया दण्ड किसी भी रूप से अधिक नहीं है। अपने तर्कों के संबंध में उनके द्वारा निम्न न्यायिक दृष्टांत प्रस्तुत किए गए जिनका भी ससम्मान अवलोकन कर मार्गदर्शन प्राप्त किया गया—

1. Ruston & Hornsby (I) Ltd. Vs. T.B.Kadam-AIR 1975 SC 2025

2. State Bank of India & Ors. Vs. Ramesh Kumar Kachhawaha-2019(1) RLW 416 (Raj.)

3. M.L.Singla Vs. Punjab National Bank and Anr.-AIR 2018 SC 4668

पक्षकारों के तर्कों के संबंध में उनकी ओर से प्रस्तुत न्यायिक दृष्टांतों का मेरे द्वारा ससम्मान अवलोकन कर मार्गदर्शन प्राप्त किया गया उक्त न्यायिक दृष्टांतों में प्रतिपादित सिद्धांतों से मैं पूर्णरूप से सहमत हूं लेकिन हस्तगत प्रकरण के तथ्य एवं परिस्थितियां भिन्न होने से प्रार्थी उसके द्वारा प्रस्तुत न्यायिक दृष्टांतों में प्रतिपादित सिद्धांतों का लाभ प्राप्त करने का अधिकारी नहीं है क्योंकि हस्तगत प्रकरण में अप्रार्थी पक्ष की ओर से जो जांच कार्यवाही एवं अन्य सुसंगत रिकॉर्ड पत्रावली पर प्रस्तुत किया गया है के अवलोकन से यह प्रकट हो रहा है कि जो साक्ष्य प्रार्थी श्रमिक के विरुद्ध अधिरोपित आरोपों के सम्बन्ध में जाँच अधिकारी द्वारा उभयपक्ष की लेखबद्ध की गयी है, वह एक विधिक प्रक्रिया अपनाकर ही लेखबद्ध की गयी है और प्रार्थी को बचाव का पूर्ण अवसर देकर न्यायाधिकरण द्वारा उक्तानुसार उस सम्पूर्ण जाँच को प्राकृतिक न्याय सिद्धांतों की पालना करते हुए उचित प्रकार से सम्पन्न किया जाना पाया गया है और घरेलू जाँच में आयी हुयी सम्पूर्ण प्रकार की साक्ष्य एक विधिक साक्ष्य की ही संज्ञा में आती है और जांच अधिकारी ने जांच के दौरान आयी साक्ष्य के आधार पर जो निष्कर्ष दिया है उसको किसी भी प्रकार से परवर्स नहीं माना जा सकता।

12— इस प्रकार उक्त सम्पूर्ण विवेचन व विश्लेषण से प्रार्थी श्रमिक के विरुद्ध अप्रार्थी नियोजक बैंक द्वारा दोषारोपण—पत्रांक 1062/27.03.1991 में वर्णित आरोपों में से आरोप संख्या 1, 2 व 4 जोकि क्रमशः 1100/—रु. की राशि की बैंक में जमा प्रविष्टि बदनियति से हटाने, शाखा प्रबन्धक के साथ अभद्र व्यवहार, धक्का—मुक्की करने व बैंक साईकिल खो देने से बैंक सम्पत्ति को हानि पहुँचाने के रहे हैं, वे पूर्णतया प्रमाणित होते हैं। शेष आरोप संख्या 3 बैंक के दस्तावेज शाखा प्रबन्धक से बल प्रयोग करके छीनकर अमर सिंह को सौंपने का आंशिक रूप से प्रमाणित पाया जाता है। प्रार्थी, बैंक में लिपिक सह रोकड़िये के पद पर नियुक्त था जोकि बैंक का एक अति विश्वसनीय पद होता है, साथ ही अप्रार्थी बैंक क्षेत्रीय ग्रामीण बैंक होने से उसका मुख्य कार्य जरूरतमंद कृषक व निर्धन व्यक्तियों की आवश्यकतानुसार उन्हें समय—समय पर उचित ब्याज दर पर ऋण सुलभ करवाने व उनकी जमाओं को उचित प्रकार से संरक्षित करने का होता है, यदि उसी में बैंक कर्मचारी द्वारा किसी प्रकार से अविश्वसनीय या धोखा—धड़ी जैसा कृत्य किया जाता है तो फिर ऐसे नागरिकों का बैंक के प्रति ना केवल विश्वास खण्डित हो जाता है बल्कि बैंक शाखा व राष्ट्र को भारी नुकसान भी पहुँचाने का पूरा—पूरा अंदेशा रहता है। प्रार्थी का उक्त आचरण अप्रार्थी बैंक को आर्थिक हानि पहुँचाने व बैंक नियमों के स्पष्ट उल्लंघन का रहा है जो अप्रार्थी बैंक कर्मचारी वृन्द सेवा विनियमान्तर्गत गम्भीर दुराचरण से परिभाषित है। जाँच अधिकारी द्वारा भी अपने जाँच निष्कर्ष में उक्त प्रकार से ही प्रार्थी के द्वारा घटित आरोपों के लिए उसे दोष सिद्ध माना गया है, जांच अधिकारी द्वारा उक्त आरोपों के संबंध में जो निष्कर्ष दिया गया है वह युक्तियुक्त एवं उचित है और उनके निष्कर्ष से यह न्यायाधिकरण भी सहमत है। अप्रार्थी द्वारा प्रस्तुत न्यायिक दृष्टांत **State Bank of India & Ors. Vs. Ramesh Kumar Kachhawaha-2019(1) RLW 416 (Raj.)** में माननीय राजस्थान उच्च न्यायालय द्वारा यह मत व्यक्त किया गया है कि “प्रत्यर्थी के विरुद्ध लगाये गए दुराचरण के आरोप साबित पाये गये— बर्खास्तगी को अनिवार्य सेवानिवृत्ति से प्रतिस्थापित किया—अपचारी बैंक कर्मचारी ने बैंक से कपट करने का प्रयास किया —यह तथ्य कि बैंक को कोई हानि कारित नहीं हुई— प्रत्यर्थी सत्यनिष्ठा के अभाव व बेइमानी से अन्तर्गत दुराचार के कृत्य में संलग्न होने के कारण सजा अधिरोपण के मामलों में वह किसी भी प्रकार की उदारता या सहानुभूति का हकदार नहीं था— अभिनिर्धारित—बर्खास्तगी की सजा प्रतिशोधी (Vindictive) या अत्यधिक नहीं।”

अतः प्रार्थी द्वारा किये गये उक्त दुराचरण/कदाचार के कृत्य के लिए अप्रार्थी बैंक द्वारा जो दण्डादेश दिनांकित 06/11/93 के द्वारा सेवा पृथकता(भविष्य में नियोजन की निरर्हता रहित) व अन्य दण्ड दिए गए हैं वह किसी प्रकार से अननुपातिक (Disproportionate) अनुचित व अवैध नहीं है बल्कि पूर्णतया उचित एवं वैध है और उसमें न्यायाधिकरण की राय में किसी भी प्रकार से हस्तक्षेप किया जाना न्यायोचित नहीं है। प्रार्थी को इस दण्डादेश के अन्तर्गत प्रत्येक प्रमाणित आरोप के लिए पृथक-पृथक दण्ड से दण्डित किया गया है उसे आरोप सं. 1 के लिए सेवा से पृथकता के दण्ड से, आरोप सं. 2 के लिए तीन वार्षिक वेतन वृद्धि पर स्थाई रोक, आरोप सं. 3 के लिए दिग्दण्डित एवं आरोप सं. 4 के लिए एक वार्षिक वेतन वृद्धि पर स्थाई रोक के दण्ड से दण्डित किया गया है चूंकि प्रार्थी को सेवा पृथकता के दण्ड से दण्डित किया जा चुका है ऐसी स्थिति में उसे जो लघु दण्ड दिए गए हैं उनका कोई उनका कोई विशेष महत्व नहीं रह जाता है। फलतः प्रार्थी किसी अनुतोष का अधिकारी पाये जाने योग्य नहीं है तथा निर्देश/रेफ्रेन्स इसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दि.02/07/1996 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी भरत सिंह गूर्जर लिपिक सह रोकड़िये द्वारा किये गये कृत्य के लिए अप्रार्थी नियोजक अध्यक्ष हाड़ौती क्षेत्रीय ग्रामीण बैंक, झालावाड़ द्वारा जो दण्डादेश दिनांकित 06/11/93 के द्वारा सेवा पृथकता(भविष्य में नियोजन की निरर्हता रहित) का दिया गया है वह प्रार्थी के दुराचरण/कदाचार के कृत्य को दृष्टिगत रखते हुए अननुपातिक (Disproportionate) अनुचित व अवैध नहीं है बल्कि पूर्णतया उचित एवं वैध है और उसमें न्यायाधिकरण की राय में किसी भी प्रकार से हस्तक्षेप किया जाना न्यायोचित नहीं है और प्रार्थी किसी अनुतोष का अधिकारी नहीं है।

महेश पुनेठा, न्यायाधीश

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 522.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (20/2019) प्रकाशित करती है।

[सं. एल-12011/21/2017-आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 522.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 20/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Uttar Railway and their workmen.

[No. L-12011/21/2017-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 20/2019

Ref. No. L-12011/21/2017-IR(B-I) dated 14.09.2018

BETWEEN

Uttar Pradesh Bank Asthayi Karmchhari Union, Lucknow
C/o Union Bank of India, 2/9-A, Vijay Khand, Gomtinagar, Lucknow - 226010

AND

State Bank of India, erstwhile (State Bank of Patiala)
18-19, Regional Business office, Administrative Office, 148-Civil Lines
Bareilly (UP) - 243001

AWARD

By order No. L-12011/21/2017-IR(B-I) dated 14.09.2018 and its subsequent corrigendum dated 22.07.2019 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the demand of the Union to the management of the State Bank of India (Previously State Bank of Patiala) for regularizing the service of workman Shri Sachin Kumar who has been continuously working with the bank as sweeper w.e.f. 01.01.2015 is just, fair and legal? If yes, what relief workman is entitled to and what directions are necessary in the case?”

Accordingly, an industrial dispute No. 20/2019 has been registered on 16.08.2019.

From the perusal of record, the position which emerge out is that the till date the claimant/workmen's union has not filed any statement of claim.

Moreover, as a matter of fact and record, workmen's union or its authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant/workmen's union in order to establish its claim as per the reference dated 14.09.2018.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd.*, *V.K. Raj Industries v. Labour Court and Ors.*, *Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38* and *Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR* that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the

reference has to be dismissed."

As the workmen's union has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 523.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (71/2019) प्रकाशित करती है।

[सं. एल -41012/20/2019-आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 523.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 71/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Norther Railway and their workmen.

[No. L-41012/20/2019-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 71/2019

Ref. No. L-41012/20/2019-IR(B-I) dated 12.09.2019

BETWEEN

Shri Rohit Ghusia Kumar S/o Shri Bablu Ghusia

R/o 882, Sadar Bazar, Aazad Mohalla, Lucknow – 226005

AND

3. Divisional Railway Manager

Norther Railway, DRM Office, Hazratganj, Lucknow – 226001.

2. M/s Jijendra Kumar And Sons Company

181, Shivalik Nagar, Haridwar, Uttarakhand – 249403

AWARD

By order No. L-41012/20/2019-IR(B-I) dated 12.09.2019 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether there is relationship of employer/employee between the management of M/s Vijendra Kumar & Company and DRM North Railway, Lucknow and the workman Shri Rohit Ghusia within the meaning of ID Act, 1947?"

b. Whether the services of the workman was terminated illegally and wrongfully on 15.06.2018? If so, what relief the workman is entitled to ?”

Accordingly, an industrial dispute No. 71/2019 has been registered on 26.09.2019.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 12.09.2019.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Upton Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd.*, *V.K. Raj Industries v. Labour Court and Ors.*, *Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38* and *Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR* that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 524.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (06/2022) प्रकाशित करती है।

[सं. एल-41011/11/2022-आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 524.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Uttar Railway and their workmen.

[No. L-41011/11/2022-IR(B-I)]

SALONI, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No.06/2022

Ref. No. L-41011/11/2022-IR(B-I) dated 01.02.2022

BETWEEN

Sh. Dinesh Kumar through the Divisional Organization Secretary
Uttar Railway Karmchari Union, 283/63 Kh, Garhi Kanaura (Premwati Nagar) PO Manak Nagar,
Lucknow 225011

AND

1. The Asstt. Workshop Electric Engineer
Uttar Railway, C&W Shop, Alambagh, Lucknow – 226005
2. The Dy. Chief Workshop Manager, Uttar Railway
Carriage & Wagon Shop, Alambagh, Lucknow – 226005

AWARD

By order No. L-41011/11/2022-IR(B-I) dated 01.02.2022 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the action of the management of Carriage & Wagon Shop, Northern Railway Alambagh, Lucknow in terminating the services of Shri Dinesh Kumarn w.e.f. 13.05.2004 is legal & justified? If not, what relief a/the concerned workman is entitled to?”

Accordingly, an industrial dispute No. 06/2022 has been registered on 22.02.2022.

From the perusal of record, the position which emerge out is that the till date the claimant/workmen’s union has not filed any statement of claim.

Moreover, as a matter of fact and record, workmen’s union or its authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

Taking into consideration the fact that till date no statement of claim has been filed by the claimant/workmen’s union in order to establish its claim as per the reference dated 01.02.2022.

So in view of the said facts, as well as the law laid by the Hon’ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees’ Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon’ble Allahabad High Court has held

as under:

“The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”

And by the Hon’ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workmen’s union has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 525.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एयरलाइंस लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय पोर्ट ब्लेयर के पंचाट (संदर्भ सं. 03/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल. 11012/68/2007. आई आर (सी.एम-1)]

मणिकनादन. एन, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 525.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2014) of the Central Government Industrial Tribunal-cum-Labour Court PORT BLAIR as shown in the Annexure, in the industrial dispute between the Management of Indian Airlines Ltd. and their workmen, received by the Central Government on 06/04/2023

[No. L-11012/68/2007 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE COURT OF THE PRESIDING OFFICER

LABOUR COURT

ANDAMAN & NICOBAR ISLANDS, PORT BLAIR.

I.D. CASE NO- 03 OF 2014

PRESENT: **SHRI BIJOYESH GHOSAL**

JUDGE, LABOUR COURT

A & N ISLANDS, PORT BLAIR.

PRESIDENT, AIRLINES GROUND EMPLOYEES UNION ---1st Party

-Versus-

THE STATION MANAGER, M/s INDIAN AIRLINES LIMITED (NACL), ANDAMAN & NICOBAR ISLANDS,
PORT BLAIR.

----2nd Party

DATE OF DELIVERY OF JUDGEMENT: 16th SEPTEMBER, 2022.

JUDGEMENT

Vide Order No.L-11012/68/2007-IR(CM-I) dated 11.08.2008 of the Ministry of Labour, Government of India read with the Order No. L-11012/68/2007-IR(CM-I) dated 18.03.2014 of the Ministry of Labour and Employment, Government of India, the following dispute is referred U/s.10(d) of the Industrial Disputes Act, 1947 for adjudication.

TERMS OF REFERENCE

“i). Whether the action of Management of Indian Airlines Limited (Now, NACIL), Port Blair in not regularizing the services of 16 casual workers (as per the annexure) working on regular basis for a number of years is justified and legal?

ii). To what relief the concerned workmen are entitled to?”

The name of 16 workmen as per the annexure are:-

1. Sri. D. Manickam,
2. Sri. Shanti Ranjan Sarkar,
3. Sri. Anup Kumar Biswas,
4. Sri. Chandan Parh
5. Sri. Parimal Karmakar,
6. Sri. Prithwi Raj Haldhar,
7. Sri. Uttam Barua,
8. Sri. Madhav Jarai,
9. Sri. L. Bima Rao,
10. Sri. Gopal Biswas,
11. Sri. P.V. Rao,
12. Sri. C.H. Rao,
13. Sri. S. Karak,
14. Sri. H.K. Sarkar,
15. Sri. Kiran Kumar Rao,
16. Sri. Subhash Bhowmik.

FIRST PARTY WORKMEN'S CASE

Workmen filed claim petition on 20.08.2014. It is stated that First Party is registered and the union is functioning among the employees working with the Second Party. It is stated that the employees involved are members of Airlines Ground Employees Union. It is stated that the First Party workmen, about 20 in numbers, are employees of Second Party who are engaged for operational activities of Second Party like loading/unloading of luggage, baggage screening, etc and who are working in Port Blair from 1996 onwards. It stated that these workers were designated as Casual Helpers in Air India Limited. These workmen performed the regular nature of work since their appointment and they were recruited due to shortage of regular employees at the Port Blair Station of Air India. It stated that as there were only 12 regular employees during 1996, the Second Party was forced to recruit the employees on casual basis.

It is stated that the management did not take any steps to fill up the vacancy arose due to retirement or death of regular employees and the work of Second Party also expanded. To manage these operational activities only two regular helpers are available with the Second Party. It stated that the Second Party cannot carry out operational work without the service of First Party workmen. It is stated that the workers are being paid the meager amount as wages since their appointment in 1996 while regular employees, performing the same nature of

work, were getting huge amount as monthly wages. This gap increased with the increase of wages of regular employees and the First Party workmen were leaving disastrously with price rise and cost of living. The First Party workmen under the Union demanded higher wages and regularization of their service. Conciliation proceedings were conducted but it ended in failure.

It is stated that thereafter the dispute has been referred for adjudication. It is stated that Second Party adopted step mother treatment to the First Party workmen by not regularizing their services. It stated the Act of Second Party is in violation of Article-14, 15, 21 of the Constitution of India. It prayed for an Award directing the Second Party to regularize the services of the First Party workmen with all the consequential benefits.

SECOND PARTY EMPLOYER'S CASE

Second Party employer filed additional written statement-cum-rejoinder on 20.12.2021. It stated that the First Party casual workmen are working under the Air India Airport Services Limited (AIASL). It stated that Air India Limited is no more into the business of Airport related activities which has been taken over by Air India Airport Services Limited (AIASL). It stated that the First Party workmen accepted offer from such Air India Airport Services Limited (AIASL) including the 16 casuals who are in erstwhile Air India Limited and accepted offer in Air India Airport Services Limited (AIASL). It stated that the salaries are also paid by the same Air India Airport Services Limited. It stated that the claim of regularization of the workmen in Air India Limited is infructuous. It relied on Gopal Naik Vs. CMD and Others decided by Hon'ble Odissa High Court in WA 291/2018 and stated that it was held that there is no material to show that appellant was working against the sanctioned post so as to be entitled to be regularized. It also relied on W.P No.1156/2018 namely Shanker Laskar Vs. Union of India.

EVIDENCE

First Party workmen examined PW-1 Shri. Anup Kumar Biswas, PW-2 Shri. P Venketeshwar Rao. PW-1 and 2 are cross-examined in full by Second Party. 1st Party marked Exbt 1, 2 and 3. Second Party examined DW-1 Ms. Gowri Anand and She marked Exbt A and B(collectively). DW-1 was cross-examined in full by the First Party.

ARGUMENTS OF PARTIES.

First Party filed Written Argument. Perused. It has relied on a decision namely UOI & others vs Parul Debnath & others reported as (2009)14 SCC 173. Perused.

Second Party didn't filed Written Argument. Oral arguments of both sides heard. Representative of First Party stated the demand of regularization is of 2007-08. He stated that employees are entitled for benefit same of the benefits of regular employees. He stated status of employees didn't change with any privatization of the Second Party company.

The representative of Second Party stated that Second Party has been privatized and the provisions of ID Act would not be applicable as there is no appropriate Government as of now. He relied on a decision namely Ms. Padmavati Subramaniyan and others vs Ministry of Civil Aviation (WP No. 21448 of 2021) (S-RES)

DECISION WITH REASONS

1. First Party workmen claimed for regularization of their services in Air India Limited.
2. The entire case of the First Party is, as it appears from the claim petition dated 20.08.2014 of the First Party workmen, is that such worker were designated as casual helpers in the Air India Limited who were engaged for loading/unloading of luggage, baggage screening etc, who are serving from 1996 onwards and who were recruited on casual basis to meet the shortage of regular workers in the Air India Limited. It is their case that Air India Limited did not take steps to fill the vacancies arose due to retirement or death of the regular employees at Port Blair station. And the first party workmen are suffering as they are paid meagerly in comparison to the salaries of regular employees. First Party workmen demanded regularization of their services in Second Party and Second Party refused the same.
3. In a Constitution Bench decision namely State of Karnataka Vs. Uma Devi reported in (2006)

4 SCC 1, Hon'ble Supreme Court held that contractual workmen, casual wage workers are not entitled to be absorbed in regular service, merely on the strength of continuing in the service for long period, if the original appointment was not made by following the due procedure of selection as envisaged by relevant rules. Hon'ble Supreme Court further held that it is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, did not acquire any right. Hon'ble Supreme Court further held that "therefore, consistent with the scheme for public employment, this court while laying down the law, as necessarily to hold that unless the appointment is in terms of the relevant rules and after, a proper competition among qualified persons, the same would not confer any right on the appointee".

4. The relevant paragraph of the above decision is reproduced hereunder:-

"43. Thus, it is clear that adherence to the rule of equality in public employment is a basic feature of our Constitution and since the rule of law is the core of our Constitution, a court would certainly be disabled from passing an order upholding the violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution. Therefore, consistent with the scheme for public employment, this court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after, a proper competition among qualified persons, the same would not confer any right on the appointee. If it is contractual appointment, the appointment comes to an end at the end of the contract, if it were the engagement or appointment on daily wages or casual basis, the same would come to an end when it is dis-continued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because the temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following the due procedure of selection as envisaged by relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of Adhoc employees who by the very nature on their appointment, did not acquire any right. The High Courts acting under Article 226 of the Constitution, should not ordinarily issue directions for absorptions, regularization or permanent continuance unless the recruitment itself as made regularly and in terms of the Constitutional scheme. Merely because an employee had continued under cover of an order of the court, which we have described as "litigious employment" in the earlier part of the judgment, he would not be entitled to any right to be absorbed or made permanent in the service. In fact, in such cases, the High Court may not be justified in issuing interim directions, since, after all, if ultimately the employee approaching it is found entitled to relief it may be possible it for to mould the relief in such a manner that ultimately no prejudice will be caused to him, whereas an interim direction to continue his employment, would hold up the regular procedure for selection or impose on the State the burden of paying an employee who is really not required. The Court must be careful in ensuring that they do not interfere unduly with the economic arrangement of its affairs by the State or its instrumentalities or lend themselves the instruments to facilitate by passing of the constitutional and statutory mandates."

5. In *Harminder Kaur and Others Vs. Union of India and Others* with *Arunima Sharma Vs. Union of India and Others*, being reported in (2009) 13 SCC Page 90 at Paragraph 8, Hon'ble Supreme Court dismissed the appeals by the School Teachers. Hon'ble Supreme Court observed that the short question which arose for consideration in those appeals were, "whether, having regard to the long tenure of service, appointment of appellants should have been or could be directed to be regularized.

Hon'ble Supreme Court held that the offers of appointment issued in favour of appellants show that the rules had been relaxed only for the purpose mentioned therein, the Hon'ble Supreme Court has not been informed as to whether requisite prior permission from the department had been obtained by Heads of the Schools upon assigning detail reasons/justification therefor. Long service by itself may not be a ground of regularization.

Regularization is not a mode of appointment, when appointments in public office are required to be made, the provisions of Article 14 and 16 of the Constitution of India are required to be scrupulously followed, when a departure is made for not scrupulously following the conditions precedent laid down in the statutory rules as also the constitutional scheme, it is imperative that the same must be done within the four corners of delegated power by the authority concerned, the Hon'ble High Court was correct in dismissing the writ petition of the employees.

Hon'ble Supreme Court observed as under:-

“.....Be that as it may, it is now well known that long service by itself may not be a ground for directing regularization. Regularization as is well known is not a mode of appointment.

11. When appointments in public office are required to be made, the provisions of Article 14 & 16 of the Constitution of India are required to be scrupulously followed. When a departure is made for not scrupulously following conditions, precedent laid down in the statutory rules as also the constitutional scheme, it is imperative that the same must be done within four corners of the delegated power by the authority concerned.

In the above appeals, Hon'ble Supreme Court relied on State of Karnataka Vs. Uma Devi and further observed as under:-

“14. The judgment of a Constitution Bench of this court laying down the law within the meaning of Article 141 of the Constitution of India must be read in its entirety for the purpose of finding out the ratio laid down therein. **The Constitution Bench in Uma Devi (3) Case, in no uncertain terms, based its decisions on the touch stone of the “Equality Clause” contained in Articles 14 & 16 of the Constitution of India. Emphasis has been laid at more than 1 place for making appointments only upon giving an opportunity to all concerned. Appointment through side door has been held to be constitutionally impermissible.**

6. Now, let us consider the evidence of parties. PW-1 stated that he worked in Air India Limited since 1995 and his nature of work was regular and he worked the same work of regular worker. He stated as the permanent staff were limited, so they were engaged. He stated that 12 regular employees, including drivers were working at that time and three workers were regularized at that time. He stated that as no regularization took place they demanded their regularization. He stated that a company namely Air India Airport Services Limited came for ground handling in Air India Limited since 2018. He stated that the Air India Limited forced them to join the said Air India Airport Services Limited. He stated they were paid less in comparison to regular employees and they had demanded for equal pay. In the cross-examination he admitted that he is working in Air India Airport Services Limited. He stated that Raju Boss, Kitish Karak and R.G. Santaram were three persons who were regularized. He stated he was given offer letter from Air India Airport Services Limited and he accepted the same. He admitted he is presently getting salary from Air India Airport Services Limited and he accepted the same. He stated he is working in the same company from March, 2018 and he is paid salary since then.
7. PW-2 also stated he is working as casual labour in Air India and he has been appointed against the name and post after giving public advertisement. He stated he is working the same work as of regular worker but he is not paid salary as of the regular worker. He stated he heard previously three persons were regularized from casual worker and they are also demanding regularization by management. But the management did not accept. He stated his EPF is not deducted from his salary. He stated they were 16 persons when they approached court but at present there are 07 persons. He is cross-examined by Second Party where he stated that he is working in Air India and not in AIASL. He stated that they were compelled to put signature on the offer letter by AIASL by threatening that they wouldn't be allowed to enter.
8. PW-1 marked Ext.-1 to 3. Perused. Ext.-1 is the petition by the First Party Union to the Second Party for conciliation. In this petition the First Party union admitted that the workers are casual workers of Indian Airlines, Port Blair for which they demand regularization. Ext.-2

is the failure of conciliation report dated 07.09.2007 and Ext.-3 is the letter dated 08.03.2007 of the Second Party that a prayer to treat the matter closed as the demands of casuals didn't have any merit for conciliation. In such letter Indian Airlines Limited informed the Labour Enforcement Officer (Central), that such casual engagement is done not against any sanctioned posts or vacancy and is done for a shorter duration for which the rules of selection of the company are not followed. It further reveals that as a matter of fact, there is no sanctioned post/vacancy available in the cadres of helper at Port Blair. Considered.

9. On the other hand the DW-1 marked the pay slips of the employees as Ext.-B (collectively). She stated workmen present in the court namely Shri. P. Venkat, Shri. P.R. Halder, Shri. Anup Biswas and Shri. Madhav Rao are working under AIASL as Handyman. She placed on record the Xerox of offer letters to the First Party workmen. She stated originals are with the employees and with her Head Quarters. She was cross-examined. She stated that "Yes, the company in which she is employed is a government company". She stated she doesn't know whether this company is directly with the government or owned by Air India. She stated she joined the company in 2016. She stated she was aware of the pending case. Perused Ext.-B. These are the copies of the pay slips of AIASL of the month of November, 2021. Perused the offer letters. These offer letters are of 2018, 2019, 2017, 2021, whereas the reference is of 2008.
10. First Party workmen themselves stated that they are casual workers. It is not their case that their appointments were done after giving notice/advertisement and after giving opportunity to all the eligible candidates to take part in competition to join the service. It is not the case of First Party workmen that their appointments were made after due selection process and following the Constitutional mandate under Article 14 & 16 of the Constitution of India or any other statutory rules.
11. Whereas, Hon'ble Supreme Court in the Constitution Bench decision namely State of Karnataka Vs- Uma Devi reported in (2006) 4 SCC 1, clearly held that regularization of contractual from/casual/daily wagers/temporary employees cannot be regularized without due selection process and without complying with the statutory rules as well as the mandate of constitution under Article 14 & 16 of Constitution of India which is followed by another decision of Hon'ble Supreme Court namely Harminder Kaur and Others Vs. Union of India and Others with Arunima Sharma Vs. Union of India and Others, being reported in (2009) 13 SCC Page 90.
12. This case is fully covered by the decisions of Hon'ble Supreme Court referred above and therefore, there is no merit in the claim of the First Party workmen for regularization of their service of casual workers.
13. Perused the decision cited by Second Party being Ms.Padmavati Subramaniyan and others Vs Ministry of Civil Aviation (WP No. 21448 of 2021) (S-RES). In this decision Hon'ble Karnataka High Court held that Air India Ltd. is now a private company and the grievance of the petitioner in the matter of seniority can be redressed only before the competent authority and not under Article 226 of the Constitution of India. This decision doesn't indicate that this tribunal has been outstate to hear this case. Moreover the initial reference under section 10 of ID Act 1947 is of 11.08.2008 and at that time the Second Party was a government company. Even at that time of deposition DW-1 admitted that her company is a Govt. company. Therefore although the shareholdings of the Second Party has been transferred from Govt. to a private company, but the schedule of reference to be adjudicated and the claim of the employees remains the same till date. Nor the parties sought any change despite opportunity.
14. In UOI & others vs Parul Debnath & others reported as (2009)14 SCC 173, the Hon'ble Supreme Court held that on the question of creation of super-numerary post, it may be indicated that while it is no doubt true that creation of new post is the prerogaity of the executive, in order to meet certain special exigency such a course of action has been resorted to by the Hon'ble Court and in their lordships view this is one such case where such a direction doesn't need any intervention. And Hon'ble Supreme Court dismissed the appeal. However in this case there is no such special exigencies in favour of the First Party Workmen.
15. PW-1 stated that Raju Bose, Kitish Karak and R G Santaram were those three persons who were regularized. But he also stated he doesn't remember the year and it was much before his joining in Air India. Thus in absence of any document, it is not proved that other casual workers were regularized by Second Party. PW-2 also stated that he has heard previously 03

persons were regularized from casual worker. However nowhere in the claim petition First Party Workmen informed about the names or the manner in which any other employee like the casual workers of First Party were regularized by the Second Party. Therefore the contention of the First Party that similarly situated casual workers were regularized by Second Party is not proved.

Hence, it is

ORDERED

that the ID Case No.03/2014 is answered in the above manner. The First Party workmen are not entitled for regularization of their service in Second Party. The claim petition of the First Party is dismissed on contest without costs.

BIJOYESH GHOSAL, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 526.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार देना बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकता के पंचाट (27/2000) प्रकाशित करती है।

[सं. एल-12012/24/2000- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.27/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of Dena Bank and their workmen.

[No. L-12012/24/2000- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

REF. NO. 27 OF 2000

Parties: Employers in relation to the management of Dena Bank

AND

Their Workman.

Present: Justice K. D. Bhutia, Presiding Officer.

Appearance :

On behalf of Management : Mr. R.N.Majumder, Advocate &
: Mr. Sudarshan Roy, Advocate.

On behalf of the Workmen : Mr. S. Mukherjee, Advocate.

Dated 08th December, 2022

AWARD

This case has reached its finality after a lapse of two decades followed by natural consequences for delay in disposal of the case. The workman Shyamapada Santra on whose behest the Union has espoused the present industrial dispute is no more in this world. Sri Salil Baran Chakraborty, Vice President of the Union who has been entrusted with the responsibility to conduct this case on behalf of the concerned workman has failed to appear before the Tribunal in spite of

having received notice of appearance and assist this Tribunal in tracking the legal heirs of deceased alleged workman.

More so, in these long periods of twenty years the alleged employer Dena Bank is also no more in existence due to its merger with Bank of Baroda. The management of Bank of Baroda did not bother to appear and contest the proceeding.

On this back ground, let me decide the present reference case u/s 10(1)(d) of I.D. Act and decide the schedule issue “Whether the action of the management of Dena Bank in terminating Shri Shyamapada Santra, Sweeper from the service of Bank w.e.f. 24-04-1998 is legal and justified? If not, what relief is he entitled to?”

Before deciding the above issue it is necessary to find out whether Shyamapada Santra was indeed a regular employee of the bank or he wanted to be absorbed by bank for rendering continuous service of more than 240 days in a calendar year.

From the Statement of Claim filed by the Union it appears that the concerned workman was engaged by the then Dena Bank, Maniktala Branch as Casual Labour to do job of a sweeper for the period from 1986 to April, 1998. It has been alleged that one fine morning of 24-04-1996 the concerned workman was not allowed to enter into the premises of the Bank to discharge his duty as a Sweeper by the Guard of the Bank. That the concerned workman who had rendered his service for more than 240 days in a year has been illegally retrenched by the Bank without following principle of natural justice. It has been alleged the workman was in continuous uninterrupted service as Sweeper from 25-09-1995 to 24-04-1998. Therefore, the Union has prayed for reinstatement of the workman with full back wages and with all consequential benefits.

The Management contested the claim of the Union by filing Written Statement, where it has alleged the order of reference is based on misconceived interpretation and erroneous understanding of the provisions of law. That the alleged dispute cannot be termed as an industrial dispute as there exists no employer and employee relationship between the bank and the concerned workman. The concerned workman was engaged by Canteen Committee of the Bank. The Canteen Committee pays the salary of the employee engaged by it. The person engaged by the Canteen Committee of the Bank cannot get any liveries or any other benefits from the bank. The management of the bank has no role in running the canteen. However, it has admitted that concerned workman was engaged intermittently as a Sweeper in the absence of its regular Sweeper and also to do some sundry jobs. The bank used to pay the alleged workman for his intermittent service rendered to the Bank.

The concerned workman as a matter of routine cannot claim his absorption in the regular post of a Sweeper. In case, if any, vacancy arises in the post of a Sweeper, the bank can recruit or fill up the post of Sweeper as per the recruitment rules of the bank. Recruitment is done by following settled procedure by seeking application from the local Employment Exchange. In case no suitable candidate could be sponsored by local Employment Exchange, then by notification in the local newspapers. Then those candidates have to face the interview board. Candidates selected by the Selection Committee are given appointment. Therefore, management has prayed for dismissal of the reference.

The Union has examined the concerned workman Sri Shyamapada Santra as W.W.No.1. From the side of the Union documents namely Xerox copy of Attendance Register, Xerox copy of Pass Book Register, Xerox copy of Salary Journal, copy of letter of Shyamapada Santra addressed to the Bank Manager dated 30-01-1997, 11-11-1997, 13-01-1998 and 25-04-1998, copy of letter addressed to the Labour Commissioner dated 01-06-1999, 23-06-1998 and letter issued by the Labour Commissioner dated 29-06-1999 and a bundle of vouchers were produced and which have been marked as Exhibit-1, 2, 2/1, 2/2, 3, 3/1, 4, 5, 6, 7, 8, 9, 10 and 11 collectively. No evidence whatsoever has been adduced from the side of the management.

It is the case of the concerned workman that he used to render service of a Sweeper in Maniktala Branch of Dena Bank since 1986 and he rendered continuous services from 25-09-1995 to 24-04-1998. That his service was terminated by the Bank w.e.f. 24-04-1998, when he was prevented to enter into the bank premises.

The Exhibit-4, Exhibit-5 and Exhibit-6, copy of applications filed by the workman before the Bank authority i.e. Assistant General Manager, Dena Bank, 225, A.J.C. Bose Road, Kolkata-700020, reflect the concerned workman had admitted being a Canteen Boy for more than 10 years till the date he submitted those application on 30-01-1997, 11-11-1997 and on 13-01-1998. But at the same time he alleged that he used to render his service to the Bank as a casual sweeper.

In the record I find Xerox copy of memorandum dated 24-10-1996 issued by the Assistant General Manager, Dena Bank from where it appears that Dena Bank, Maniktala Branch had a part time Sweeper named Sri Bansilal Harijan who having remained absent without any intimation or without prior sanction of leave w.e.f. 12th October, 1995, he was deemed to have retired from the service voluntarily.

Further, from the documents filed by the alleged workman, but which were not exhibited it is seen one Smt. Anita Hela, part time Sweeper of Dena Bank, Posta Bazar Branch was transferred to Maniktala Branch to discharge the job of a part time Sweeper from the month of April, 1998.

Further, the alleged workman in his claim statement admitted recruitment of Ashok Maiti, Prasanta Pilli, Kailash Yadav, Paritosh Das and Ashok Das as Sweepers in different branches of the bank, but has alleged such recruitment was made after his illegal termination.

Thus, from the above facts it can be safely inferred the alleged workman has claimed to have rendered continuous service to the bank as a Sweeper from 24-10-1996 to 24-04-1998 taking advantage of the memorandum of voluntary retirement issued by the bank against its regular Sweeper Bansilal Harijan and claimed to have terminated his service when there was transfer of Smt. Anita Hela to the concerned branch in place of Bansilal Harijan.

That apart, the alleged workman in his petitions submitted before the bank and which have been marked as Ext. 4, 5 and 6 had admitted that he was a Canteen Boy of the canteen run inside the premises of the branch and has prayed for appointing him as a Sweeper.

However, from vouchers which have been marked as Ext. 11 it is seen the alleged workman was paid for bring drinking water from outside, running errand, sometimes cleaning the bank premises and for doing some other sundry jobs.

From the above facts, it can be safely held the alleged workman set up a false case of being terminated from the job of a Sweeper by the bank. In fact, the above facts and circumstances prima facie prove the alleged workman was not an employee of the bank and there exists no relationship of employer and employee between bank and the alleged workman and question of his termination does not arise.

In fact, the documents which have come on record shows that the concerned workman being a Canteen Boy was a man Friday for bank officials to get their sundry jobs and who was paid for service rendered by him for doing sundry jobs cannot claim himself to be a regular employee of the bank.

It is not the case of the Union or alleged workman that he ought to have been absorbed in the post of Sweeper by bank authorities for rendering continuous service of more than 240 days in a calendar month at the time of recruitment to fill up the post of Sweepers or relief sought by the alleged workman that he is entitled to absorption in the post of a Sweeper by bank for rendering continuous service for more than 240 days in a calendar year.

It appears the alleged workman has raised the present dispute through the Union of the bank when he found that some other persons were recruited by the bank in the post of Sweepers alleging that he was terminated from the service.

Had the alleged workman was an employee of the bank then question of termination of his service will arise or that his termination was illegal made without following principle of natural justice or without holding any departmental proceedings or without giving him any opportunity of being heard.

Further, a question arises how a registered Union of the bank could raise a dispute in respect of a Canteen Boy who is not in the regular employment of the bank and when the alleged workman in his cross examination admitted that he was never given any appointment letter by the bank.

Having regards to the above discussion and facts and circumstances of the case this Tribunal holds the reference is not maintainable and the alleged workman is not entitled to get any relief as sought for. Consequently, reference fails. The Reference No. 27 of 2000 is dismissed without any cost. Interim order, if any, stands vacated.

Let a copy of this award be sent to the Ministry and parties concerned for information.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 527.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कार्पोरेशन बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकता के पंचाट (19/2013) प्रकाशित करती है।

[सं. एल-12011/84/2012- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.19/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of Corporation Bank and their workmen.

[No. L-12011/84/2012- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

REF. NO.19 OF 2013

Parties: Employers in relation to the management of Corporation Bank

AND

Their Workmen.

Present: Justice K. D. Bhutia,

Presiding Officer.

Appearance :

On behalf of Management

: Mr. P.C.Ghosh, Adv.,

: Mr. U.K. Goswami, Adv., Mr.S. Das, Adv,

: Mr. N. Seal, Adv&

: Mr. S.Roy, Adv.

On behalf of the Workmen

:

Dated 06th December, 2022

AWARD

As per schedule of this reference, the following dispute was referred to this Tribunal:-

“Whether the action of the management of Corporation Bank is justified in denying the demand of absorption of 3 nos. of workmen namely (i) Sri Bishnu Mokta, (ii) Sri Sandip Hansa and (iii) Sri Shubhendu Mondal is legal and/or justified? What relief the workmen are entitled to?”

The present industrial dispute has been espoused by Corporation Employees Union on behalf of alleged workmen Shri Bishnu Moktan, Shri Sandip Hansa and Shri Subhendu Mondal.

It has been alleged that the workmen Shri Bishnu Moktan, Shri Sandip Hansa and Shri Subhendu Mondal were engaged by the Bank to do such works which were permanent and perennial in nature normally discharged by a regular Peon, in CAPS- Kolkata Branch since 1995, 1998 and 1999 respectively. That the Union as well as those three workmen demanded regularization of their services in

permanent post of Peon but the Management alleged them to be employees of its Courier Agent deputed by such Agent to do its courier related works in the said Branch. Therefore, the Union has prayed for absorption of those three workmen in regular post of Peon.

The Management contested the claim of those three alleged workmen by filing Written Statement where they have alleged that those three persons were not employees of the Bank rather they were the employees of M/s. Professional Courier Network Ltd., Kolkata one of its courier service agents with whom it had a contract by virtue of an agreement executed in the year 2002. Those three persons were in pay roll of the said courier service agent and who used to make payment of statutory contribution under Employees Provident Fund and Miscellaneous Provisions Act, 1952.

That in order to fill up the permanent post of Peon or part time Sweeper the nationalized bank is guided by the Recruitment Rules and cannot appoint any person of its choice and at the sweet will of the management bypassing the recruitment rules. That there exists no relationship of employer and employee between the bank and those three persons and as such those three persons cannot raise any industrial dispute against the Bank. Therefore, Bank has prayed for dismissal of the present reference case.

The record shows the Union has failed to adduce any evidence or produce any such documents to show that indeed those three workmen whose cause, the Union has espoused were engaged by the Bank temporarily and used to get the work of a Peon done by them or they used to discharged such duty which were normally discharged by a regular permanent employee of the Bank. Nothing has come on record to show what nature of works/duty those three persons used to render to the Bank.

On the other hand the documents which have been produced by the Bank show, those three alleged workmen were employees of M/s. Professional Courier Network Ltd., Kolkata and they were paid salary by such Courier Agent of the Bank covered under the EPF & Miscellaneous Provisions Act, 1952.

Therefore, from the documents which have come on record this Tribunal holds those three persons were /are not the employees of the Bank, rather they happens to be the employees under M/s. Professional Courier Network Ltd., Kolkata, a Courier Agent of the Bank. The Bank being a Nationalised Bank cannot absorb those persons without following the recruitment rules prescribed by the authorities.

Be that as it may, since the parties are not appearing and contesting the case since 2018, this Tribunal holds that no longer there exists any dispute between the parties.

Therefore, the Reference Case No.19 of 2013 is disposed of and no dispute award is passed.

Let a copy of this award be sent to the Ministry of Labour, Govt. of India for information and doing the needful. Copy be supplied to the parties free of cost.

Justice K.D.BHUTIA, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 528.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (03/2017) प्रकाशित करती है।

[सं. एल-32011/2/2016- आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 528.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust and their workmen.

[No. L-32011/2/2016- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

REF. NO.03 OF 2017

Parties : Employers in relation to the Kolkata Port Trust

AND

Their Workmen.

Present : Justice K. D. Bhutia,

Presiding Officer.

Appearance :

On behalf of Management : Mr. M. K. Das & Mr. A.K. Sarkar

On behalf of the Workmen :

Dated 05th December, 2022

A W A R D

As per schedule of this reference, the following dispute was referred to this Tribunal:-

“Whether the action of the Management of Kolkata Port Trust (KoPT) by denying legitimate promotion to Sh Dharmaraj Singh, Lascar Gr.I as per RSP (recruitment, Seniority & Promotion) regulation, 1985 superseding his juniors is legal and justified”? If not, what relief the concerned workman is entitled to?”

The facts of this case in gist is that Sh. Dharmaraj Singh, the concerned workman joined Kolkata Port Trust as a Security Guard under Port Security Organisation of the Administration Department on 04-12-1987. Subsequently, he applied for the post of Fireman-II under the Crane Vessels Unit of the Mechanical Engineering Department and joined the said post on being selected on 20-02-1996. The Crane Vessel Atlas where the concerned workman was working was condemned on 25-06-1999. On de-commission of Crane Vessel Atlas all its crew-members including the concerned workman were declared surplus by the management on 25-06-1999.

However, the concerned workman was allotted the duty of Lascar Gr.I (Reclassified Class-III Post) in the Budge Budge, Mooring Unit under Marine Department and where he worked till 17-09-2013.

That he was transferred from Budge Budge Mooring Crew Unit to Dock Master Office at KPD land unit on 18-09-2013. He was informed by the management that his seniority as Lascar Gr.I will be counted from the date of his transfer in Marine Department w.e.f. 14-09-1999. That on transfer to Dock Master Section at KoPT he was Lascar Gr.I. (Class-IV) category as he was drawing the pay scale of Class-IV category.

That a post of ‘Tindal’ fell vacant under KPD (Land Unit) some time in the month of November/December, 2013. That the concerned workman being the senior most candidate was eligible for promotion to the post of Tindal, but management by passing the seniority of the concerned workman filled up the post Tindal on temporary basis by giving promotion to Sri Dipak Seal, an employee junior to the concerned workman. Being aggrieved by such action of the management the concerned workman made a prayer before the management but his prayer was rejected.

Subsequently, the management promoted his junior colleagues namely Shri Rabendra Nath Halder and Sri Gobardhan Mullick who were Lascar Gr.I as Tindal on temporary basis depriving the concerned workman, senior most Lascar Gr.I (Class-IV).

Thereby, prayed for quashing the order bearing No. Mrn/DM/171 dated 28-11-2013 issued by Deputy Dock Master by which temporary promotion was given to Sri Dipak Seal.

The management contested the reference by filing Written Statement where it has categorically denied the allegations brought against it by the Union who has espoused the cause of the concerned workman. It is contended that promotion is given on seniority basis. The concerned workman being a Lascar Gr.I was at the bottom in the Gradation List of the Lascar Gr.I Land Unit under Dock Master Section. There were other 15 Lascar Gr.I who were senior to the present workman. The concerned workman was never superseded by his junior colleagues or deprived promotion. Therefore, Management has prayed for dismissal of the present reference case.

The present case has been referred u/s 10(1)(d) of the Industrial Dispute Act, 1947 in the year 2016. From the documents that have been filed by the Management this day shows that the concerned workman Dharmaraj Singh has already been promoted from the rank of Lascar Gr.I. to the post of Tindal (Land Unit) attached to Dock Master under Marine Department vide office Order No. Mrn./3143/O/515 dated 6th July, 2022 in the scale of Rs.25,200 – 59,600/-

Further from the record it is seen that Sri Ram Prakash Misra, Secretary Haldia-Calcutta Port & Dock Shramik Union has filed an application before this Tribunal on 09.12.21, informing this Tribunal that the dispute between the Union or the concerned workman and the management has been amicably settled on promotion being given to the concerned workman by restoring his seniority as per Gradation List. Therefore, Union has prayed for dismissal of the present reference case for non prosecution or as withdrawn.

From the other documents filed along with such application it is seen that concerned workman Dharmaraj Singh had given an undertaking before the Director, Marine Department that on receiving the certified copy of seniority list from the management he intends to withdraw the case which he has filed through Union against the Management.

The reference order shows the cause of workman Dharmaraj Singh Lascar Gr.I was espoused by one National Union of Waterfront Workers (INTUC), 15, Coal Dock Road, Kolkata- 700 043 and not by Haldia – Calcutta Port & Dock Shramik Union. But materials in record show that all along or from very beginning it was/is Haldia – Calcutta Port & Dock Shramik Union and not National Union of Waterfront Workers (INTUC) as mentioned in the reference order has been conducting the hearing of this reference case on behalf of the concerned workman. The application of withdrawal filed by the Union shows the concerned workman is the President of the Haldia – Calcutta Port & Dock Shramik Union which is conducting this case on behalf of the workman. The Union to which the concerned workman is affiliated.

Therefore, in view of the settlement that took place in between the Management and the Union or with the concerned workman during the pendency of this Reference there exists no dispute to be settled by this Tribunal and as such the present Reference Case No. 03 of 2017 is disposed of or dismissed for non-prosecution. Hence, no Dispute Award is passed. No order as to cost is passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 529.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 08/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/34/2003-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 529.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/34/2003 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 08 OF 2004

PARTIES: Amit Kumar Roy

Vs.

Management of Gourandi Begunia/Khoirabad Group of Mines
under Salanpur Area of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. P. K. Goswami, learned advocate.

For the Management: Mr. Manoj Mukherjee, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 25.01.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/34/2003-IR(CM-II)** dated 14.01.2004 has been pleased to refer the following dispute between the employer, that is the Management of Gourandi Begunia/Khoirabad Group of Mines under Salanpur Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Khoirabad Colliery in not regularising Shri Amit Kr. Roy as Lamp Issue Clerk and in transferring him to Lamp Mazdoor is legal and justified? If not, to what relief the workman is entitled?”

1. On receiving Order **No. L-22012/34/2003-IR(CM-II)** dated 14.01.2004 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 08 of 2004** was registered on 04.02.2004 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Amit Kumar Roy, the aggrieved workman has appeared in person. The case is fixed up for hearing of argument after parties have adduced evidence in support of their respective cases.

3. Mr. P. K. Goswami, learned advocate for the Management of M/s. ECL is not available today but the Company is represented by Mr. P. K. Das, learned advocate who usually appear for the Management in other cases.

4. Instant Industrial Dispute was referred to this Tribunal by the Ministry of Labour and Employment, Government of India vide Order No. L-22012/34/2003-IR(CM-II) dated 14.01.2004 for the same under sub-section (1) and (2A) of section 10 of the Industrial Disputes Act, 1947 as to whether the action of the Management of Khoirabad Colliery in not regularising Shri Amit Kr. Roy as Lamp Issue Clerk and in transferring him to Lamp Mazdoor is legal and justified? If not, to what relief the workman is entitled?

5. Amit Kumar Roy, the workman in his application dated 25.01.2023 stated that he had initiated this Industrial Dispute against the Management of Salanpur Area of M/s. ECL, claiming a clerical job. The case is pending for the last nineteen (19) years and his retirement from service is going to take place very shortly and he is not willing to continue the case against the Management. Considered the contents of his application, the workman stated before the Tribunal on dock that he is not inclined to proceed any further. Under such circumstance the Industrial Dispute is disposed of in the form of **No Dispute Award**.

Hence,

ORDERED

A **No Dispute Award** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 530.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 103/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/461/2004-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 530.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 103/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/461/2004 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 103 OF 2005

PARTIES: Dependent of Late Naba Reddy.

Vs.

Management of Parbelia Group of Mines of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 13.01.2023

A W A R D

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/461/2004-IR(CM-II)** dated 01.09.2005 has been pleased to refer the following dispute between the employer, that is the Management of Amritnagar Colliery of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Parbelia Group of Mines, of M/s. Eastern Coalfields Limited in according dismissal to Late Sh. Naba Reddy during the period his whereabouts were not known and whether the action of the Management in denying employment to the dependent of the deceased workman is legal and justified? If not, to what relief the dependents are entitled?”

1. On receiving Order **No. L-22012/461/2004-IR(CM-II)** dated 01.09.2005 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 103 of 2005** was registered on 09.09.2005 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.
2. Mr. P. K. Das, learned advocate for M/s. Eastern Coalfields Limited is present. The case is fixed up today for appearance of the petitioner and hearing of argument. Mr. Rakesh Kumar, union representative had been given an opportunity on earlier occasion to produce the dependent brother of Late Naba Reddy who claimed employment.
3. Since no one has appeared after sufficient opportunity granted to the party claiming relief, the Reference case regarding denying employment to the dependent of deceased workman is dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

The Reference is accordingly disposed of. An Award of **No Dispute** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध में नियोजन और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 45/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/42/2002-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/42/2002 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 45 OF 2002

PARTIES: Smt. Manakwa Devi

Vs.

Management of Ningah (R) Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. P. K. Das, learned advocate.

For the Management: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 25.01.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/42/2002-IR(CM-II)** dated 03.10.2002 has been pleased to refer the following dispute between the employer, that is the Management of Ningah (R) Colliery of M/s. Eastern Coalfields Limited and their employee for adjudication by this Tribunal.

SCHEDULE

“Whether the Management of Ningah Colliery of M/s. ECL in not considering the application of Smt. Manakwa Devi under female Voluntary Retirement Scheme and thereby depriving her of the consequential benefits is justified? If not, to what relief is the workman entitled?”

1. On receiving Order **No. L-22012/42/2002-IR(CM-II)** dated 03.10.2002 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 45 of 2002** was registered on 28.10.2002 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The Reference case is fixed up today for evidence of Manakwa Devi as a special chance. Mr. Rakesh Kumar, Union representative, appearing on behalf of her submitted that after sending information to the concerned person, she did not turn up and as such the case may be closed. Mr. Rakesh Kumar submitted an application to that effect.

3. Mr. P. K. Das, learned advocate for the Management of Ningah (R) Colliery of M/s. Eastern Coalfields Limited is present with his witness. On a perusal of the record, I find that the dispute referred for adjudication is whether Manakwa Devi is entitled to the relief under Female Voluntary Retirement Scheme and to consequential benefits. The employee has submitted her written statement, authorizing her son, Dilip Kumar Paswan for employment as a dependent. No written statement filed on behalf of M/s. Eastern Coalfields Limited after notice.

4. Since the employee has not appeared to proceed with this case, which is pending for twenty (20) years, no fruitful purpose will be served by continuing this Reference case. Under such circumstances let this Reference case be disposed of in the form of **No Dispute Award**.

Hence,

ORDERED

A **No Dispute Award** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 532.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 23/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/151/2004-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 532.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/151/2004 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 23 OF 2005

PARTIES: Smt. Tetari Devi wife of
Late Motichand Shaw
Vs.
Management of Amritnagar Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. H. L. Soni, Asst. General Secretary, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 13.01.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/151/2004-IR(CM-II)** dated 07.03.2005 has been pleased to refer the following dispute between the employer, that is the Management of Amritnagar Colliery of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Amritnagar Colliery in denying pay protection to Sh. Motichand Shaw, Pump Operator is legal and justified? If not, to what relief the workman is entitled?”

1. On receiving Order **No. L-22012/151/2004-IR(CM-II)** dated 07.03.2005 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 23 of 2005** was registered on 12.04.2005 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate on behalf of Amritnagar Colliery of M/s. Eastern Coalfields Limited filed a photocopy of Service Record Excerpt (S.R.E.) in respect of Motichand Shaw, the workman. Same is kept with the record. After issuance of Notice to Smt. Tetari Devi, W/o Late Motichand Shaw for taking steps, none has appeared.

3. The dispute referred to this Tribunal for adjudication is whether the action of the Management of Amritnagar Colliery in denying pay protection to Shri Motichand Shaw, Pump Operator is legal and justified? If not, to what relief the workman is entitled?

4. Mr. H. L. Soni, Assistant General Secretary of Koyala mazdoor Congress had initially appeared for the workman but has stopped taking any steps since long. Under such circumstances, the Reference case is disposed of in the form of a **No Dispute Award**.

Hence,

ORDERED

The Reference is accordingly disposed of. An Award of **No Dispute** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 533.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 13/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/97/2005-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/97/2005 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 13 OF 2006

PARTIES: Musua Majhi

Vs.

Management of Madhusudanpur Colliery, M/s. ECL.

REPRESENTATIVES:

For the Management: Mr. P. K. Das, Learned Advocate.

For the Union/Workman: Mr. H. L. Soni, Asst. General Secretary, Koyala Mazdoor Congress.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 20.01.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/97/2005-IR(CM-II)** dated 12.06.2006 has been pleased to refer the following dispute between the employers, that is the Management of Madhusudanpur Colliery of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Madhusudanpur Colliery of M/s. ECL of dismissal of Shri Musua Majhi is legal and justified? If not, to what relief the workman is entitled to?”

1. On receiving Order **No. L-22012/97/2005-IR(CM-II)** dated 12.06.2006 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 13 of 2006** was registered on 11.07.2006 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appear before the Tribunal through their authorized representatives.
2. The Workman, Musua Majhi was directed to appear in person and the Management of Madhusudanpur Colliery of M/s. ECL was directed to produce relevant documents in evidence in support of their case.
3. This Reference case was initiated by Government of India, Ministry of Labour and Employment, on 12.06.2006 formulating a dispute as to whether the action of Madhusudanpur Colliery of M/s. Eastern Coalfields Limited in dismissing Musua Majhi is legal and justified? If not, to what relief the workman is entitled to?
4. Neither Musua Majhi, the workman nor Mr. H. L. Soni, Assistant General Secretary of Koyala Mazdoor Congress has appeared before the Tribunal. Mr. Rakesh Kumar, President of Koyala Mazdoor Congress submits that this case was being looked after by Mr. H. L. Soni and he has no knowledge about the same. It is a matter of concern that the Trade Unions functioning before this Tribunal and representing the workman have no coordination between the Secretary and President of the Union. The Union representative are hereby directed to act responsibly, in unison and develop a communication between the other portfolio holders so that in absence of the concerned / notified portfolio holders the others can make relevant submission before the Tribunal and not act in the partition manner as it is the prevailing practice.
5. Mr. P. K. Das, learned advocate for the Management of M/s. Eastern Coalfields Limited submits that Musua Majhi, the workman has already been reinstated in service on the basis of a Memorandum of Settlement. A copy of purported Form ‘H’ is submitted before this Tribunal which does not bear any date nor does it disclose since when the workman has been reinstated. Though this case was pending since 2006 neither the workman nor the concerned Management of M/s. Eastern Coalfields Limited produced any copy of Form ‘H’ on earlier occasion. As a result, this case was kept pending for the last eight (8) years even after a purported settlement was reached.
6. In view of the said settlement and reinstatement of the workman this Reference case is disposed of in the form of No Dispute Award, treating the Form ‘H’ a part of the Award.

Hence,

ORDER

The Reference case is disposed of in favour of the workman. A **“No Dispute Award”** be passed in terms of Form ‘H’ which is made a part of the Award. Let copies of the Award in duplicate be sent to the Ministry of Labour, Govt. of India, New Delhi for information and necessary action.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 534.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा के पंचाट (10/2000) प्रकाशित करती है।

[सं. एल-12012/15/2000-आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 10/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kota as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12012/15/2000- IR(B-II)]

SALONI, Dy. Director

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)

पीठासीन अधिकारी— श्री महेश पुनेठा, आर.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—10/2000(सीआईएस—22/2014)

(सीएनआर—आरजेकेटी060001132000)

दिनांक स्थापित:31/07/2000

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र.

एल—12012/15/2000/आईआर(बी—II) दिनांक

16/06/2000

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम, 1947

मध्य

श्रीमती मायादेवी पत्नी पूरण, निवासी हरिजन बस्ती,

पोस्ट झिलाई, तहसील निवाई, जिला टोंक(राज.)।

—प्रार्थीया श्रमिक

एवं

रीजनल मैनेजर, बैंक ऑफ बड़ौदा, श्रीजी भवन, झालावाड़ रोड़,

कोटा।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थीया श्रमिक की ओर से प्रतिनिधि:—

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री सुरेश माथुर

::अधिनिर्णय::

दि.22/11/2022

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 16/06/2000 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क)के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"Whether the action of the management of Bank of Baroda in terminating the services of Smt. Maya Devi W/o Shri Puran w.e.f. 29.10.1998 is legal & justified? And whether the disputant is entitled for regularisation by the management? If not, what relief Smt. Maya Devi is entitled and from which date?"

2— उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी

किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: यह कथन किया गया है कि उसे अप्रार्थी नियोजक प्रबन्धक, बैंक ऑफ बड़ौदा, श्रीजी भवन, झालावाड़ रोड, कोटा(जिसे आगे संक्षिप्त: “अप्रार्थी बैंक” से सम्बोधित किया जावेगा) द्वारा वर्ष 1984 में सफाई कर्मचारी के पद पर 175/—रु. प्रतिमाह वेतन पर सेवा में नियोजित किया गया था, किन्तु काम पूरे बैंक समय में लिया जाता था। प्रार्थी ने वर्ष 1984 से दि.29/10/98 तक निरन्तर कार्य करते हुए 240 दिन से भी अधिक समय तक कार्य कर लिया था, तथापि उसे अधिनियम की धारा 25—एफ की पालना में बिना नोटिस अथवा नोटिस वेतन व छंटनी मुआवजा दिये सेवा से हटा दिया गया। उसे हटाने के समय उससे कनिष्ठ कर्मचारियों को सेवा में बनाये रखा गया तथा बाद में उसके स्थान पर भागचन्द हरिजन को इस कार्य हेतु रखा लिया गया जोकि क्रमशः अधिनियम की धारा 25—जी व 25—एच की अवहेलना है। अन्त में प्रार्थना की गयी है कि उसे उक्त प्रकार से सेवा से हटाया जाना अनुचित व अवैध घोषित कर पिछले सम्पूर्ण वेतन, लाभों सहित सेवामें बहाली का अनुतोष प्रदान किया जावे।

3— अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि प्रार्थी को कभी भी स्थायी रूप से नियोजित नहीं किया गया बल्कि अप्रार्थी संस्थान बैंक झिलाई शाखा परिसर के सफाई कार्य हेतु कंसोलिडेटेड वेजेज 175/—रु. प्रतिमाह पर रखा गया था जो कार्य मात्र 1/2 घंटे का होता था, उससे पूरे दिन कभी कार्य नहीं लिया गया। प्रार्थी ने कभी भी नियमित रूप से 240 दिन या उससे अधिक कार्य नहीं किया तथा उसने स्वयं की इच्छा से काम पर आना बन्द कर दिया था, ऐसे में अधिनियम के प्रावधान लागू नहीं होने से उनकी पालना किया जाना आवश्यक नहीं रहा। अतिरिक्त कथनों में कहा गया है कि अप्रार्थी बैंक में कर्मचारी की नियुक्ति हेतु एक निर्धारित प्रक्रिया है जिसके अन्तर्गत समाचार-पत्र या रोजगार कार्यालय के माध्यम से प्रार्थना-पत्र आमंत्रित किये जाकर, साक्षात्कार में योग्य पाये जाने उपरान्त ही नियुक्ति-पत्र जारी किया जाता है जो प्रक्रिया इस मामले में नहीं अपनायी गयी। प्रार्थी ने स्वयं दि. 30/11/98 को स्वेच्छिक मौखिक तौर पर कार्य करने से मना कर दिया गया। उसे दि.07/11/98 को बैंक शाखा, झिलाई में उपस्थिति देने हेतु पत्र दिया गया व तत्पश्चात् दि.16/11/98 को दफ्तरी भवानीशंकर के हाथ पत्र भिजवाकर उपस्थिति देने हेतु सूचित किया गया, किन्तु प्रार्थी ने पत्र लेने से इन्कार कर दिया और वो स्वयं बैंक शाखा में उपस्थित नहीं हुयी। अन्त में प्रार्थना की गयी है कि प्रार्थी का क्लेम असत्य व बेबुनियाद होने से सव्यय निरस्त किया जावे।

4— साक्ष्य में स्वयं प्रार्थी श्रीमती मायादेवी तथा अप्रार्थी साक्षी वी.सी.गुप्ता, प्रबन्धक के शपथ-पत्र प्रस्तुत हुए जिनसे परस्पर जिरह की गयी। उभयपक्ष की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गयी जिसका यथासमय उल्लेख किया जावेगा।

5— उभयपक्ष के प्रतिनिधिगण की बहस सुनी गयी जो बहस मुख्यतः उनके द्वारा प्रस्तुत अपने-अपने अभ्यावेदनों के अनुरूप ही रही है। अप्रार्थी पक्ष की ओर से अपनी बहस समर्थन में निम्न न्यायिक दृष्टांतों का अवलम्ब लिया गया है:—

- (1) Secretary, State of Karnataka & Ors. Vs. Umadevi & Ors.-AIR 2006 SC 1806
- (2) Surendranagar Distt. Panchayat & Ors. Vs. Gangaben Laljibhai & Ors.- 2006(110) FLR 548,
- (3) Municipal Corp.Faridabad Vs. Siri Niwas-2004(103) FLR 187,
- (4) Chief Engineer, Ranjit Sagar Dam & anr. Vs. Sham Lal-2006(110) FLR 552,
- (5) Regional Manager, Bank of Baroda Vs. P.O. Central Government Industrial Tribunal & Anr.-2003(98) FLR 385(Raj.),
- (6) Pramod Kumar Vs. State of Bihar & Ors.-2001(91) FLR 824(Patna),
- (7) Regional Manager, SBI Vs. Rakesh Kumar Tewari-2006 Lab.I.C. 883(SC)
- (8) Karur Vysya Bank Employees Union Vs. P.O. CGIT, Bangalore & Ors.-1988 Lab.I.C. 1746,

(9) Sashi Kant Vs. State of Raj. & Ors.-RLR 1996(2) page 700,

(10) Sanjay Kumar Tiwary & Ors. Vs. State of Bihar & Ors.-2008(117) FLR 312(Patna)

उक्त के अतिरिक्त अप्रार्थी पक्ष की ओर से अप्रार्थी बैंक में सब-स्टाफ के भर्ती के सम्बन्ध में जारी गार्ड-लाईन व नियम भी प्रस्तुत किये गये हैं।

6— उभयपक्ष द्वारा की गयी बहस पर मनन किया गया तथा प्रस्तुत न्यायिक दृष्टांतों का अध्ययन कर उनसे ससम्मान उचित मार्ग दर्शन प्राप्त किया गया। पत्रावली पर उपलब्ध साक्ष्य व सामग्री का ध्यानपूर्वक परिशीलन किया गया।

7— हस्तगत प्रकरण में न्यायाधिकरण द्वारा मुख्य रूप से यह देखा जाना है कि क्या प्रार्थीया श्रमिक को अप्रार्थी नियोजक बैंक द्वारा वर्ष 1984 से सफाई कर्मचारी के पद पर नियमित रूप से नियुक्त किया गया और उसने सेवा समाप्ति तिथि 29/10/1998 से ठीक पूर्व के एक कलैण्डर वर्ष में अप्रार्थी के अधीन निरन्तर 240 दिन कार्य किया था? इस बाबत अप्रार्थी बैंक की ओर से प्रस्तुत साक्षी वी.सी.गुप्ता, प्रबन्धक का अपने जवाब में वर्णित तथ्यों की पुष्टि करते हुए प्रस्तुत शपथ-पत्र में यही कथन रहा है कि प्रार्थीया को ना तो नौकरी पर रखा गया व ना ही उसे निकाला गया बल्कि प्रार्थीया बैंक का कार्य शुरू होने से पूर्व सिर्फ आधे घंटे के लिए बैंक की सफाई के लिए आती थी और सफाई करके चली जाती थी जिस बाबत दैनिक कार्य के हिसाब से रकम दी जाती थी। इस साक्षी ने प्रार्थीया को कभी नियुक्ति नहीं दी ना ही कोई नियुक्ति-पत्र दिया। इनके संस्थान में नियुक्ति देने के लिए रीजनल मैनेजर ही अधिकृत होता है जो एम्प्लोईमेंट एक्सचेन्ज से नाम आने व पूर्ण प्रक्रिया अपनाने के बाद ही नियुक्ति-पत्र दिया जाता है। प्रार्थीया के मामले में ऐसी कोई प्रक्रिया नहीं अपनायी गयी। उसका नाम इनके संस्थान के उपस्थिति रजिस्टर व भुगतान रजिस्टर में नहीं रहा, जितने दिन काम करती थी, उसी हिसाब से कार्य की रकम दी जाती थी, उसने लगातार एक वर्ष में 240 दिन कार्य नहीं किया और दि.30/10/98 को स्वेच्छा से मौखिक कार्य करने से मना कर दिया। उसे दि.07/11/98 को बैंक शाखा झिलाई में उपस्थिति देने हेतु पत्र भी दिया गया, तदुपरान्त दि.16/11/98 को भवानीशंकर दफ्तरी के हाथों इस बाबत एक पत्र भी भिजवाया गया, किन्तु उसने लेने से इन्कार कर दिया और वह स्वयं शाखा में उपस्थित नहीं हुई। साक्षी का जिरह में कथन रहा है कि प्रार्थीया को प्रत्येक माह 175/—रु. नहीं दिये जाते थे बल्कि राशि कार्य के अनुसार बदलती रहती थी। प्रार्थीया द्वारा काम बंद करने पर उसे रजिस्टर्ड लेटर दिया था तथा बैंक कर्मचारी को भी घर से बुलाने के लिए भेजा था जिस पत्र प्रदर्श एम.2 पर प्रार्थीया के प्राप्ति के ए से बी हस्ताक्षर हैं, यह पत्र भवानीशंकर पिओन देकर आया था। साक्षी ने इस सुझाव से इन्कारी की है कि प्रार्थीया ने काम पर आने से मना नहीं किया हो और इसकी जगह दूसरा आदमी रख लिया हो। प्रार्थीया की हाजिरी नहीं लगती थी क्योंकि वह हाजिरी पर नहीं थी। इस साक्षी का यह भी कथन रहा है कि प्रार्थीया इनकी नियमित कर्मचारी नहीं थी इसलिए 25-एफ की पालना किया जाना उचित नहीं समझा। इस परिप्रेक्ष्य में प्रदर्श एम.1 का अवलोकन किया जावे तो यह अप्रार्थी बैंक कार्यालय टिप्पणी है जिसमें यही अंकित है कि दि.30/10/98 को दोपहर में प्रार्थीया श्रीमती माया देवी हरिजन को भवानीशंकर पारीक दफ्तरी के माध्यम से बुलवाया गया था, किन्तु उसने प्रत्युत्तर में कहा कि “मेरे पास फालतू समय नहीं है, अतः मैं बैंक में सफाई के लिए नहीं आऊंगी” तथा वह सफाई में काम आने वाला सामान(झाड़ू वगैरह) भी उसी समय उठाकर ले गयी। प्रार्थीया व अप्रार्थी बैंक प्रबन्धन के मध्य बैंक में हुई वार्ता व कथन की उक्त टिप्पणी के नीचे शाखा प्रबन्धक, वी.सी.गुप्ता के हस्ताक्षर हैं तथा बैंक कर्मी दिनेश, अरुण राठौड़ व दफ्तरी भवानीशंकर पारीक के उपस्थिति के हस्ताक्षर मौजूद हैं। इस टिप्पणी के बाद भी अप्रार्थी बैंक शाखा प्रबन्धक द्वारा प्रार्थीया को पत्र प्रदर्श एम.2 दिनांकित 31/10/98, प्रदर्श एम.3 दिनांकित 03/11/98, प्रदर्श एम.4 दिनांकित 07/11/98 व प्रदर्श एम.5 दिनांकित 16/11/98 द्वारा उसे सफाई कार्य हेतु आने अथवा अन्य व्यवस्था करने बाबत सूचना देने के लिए लिखा गया था, किन्तु प्रार्थीया उक्त पत्रों की प्राप्ति व अथक प्रयास के उपरान्त भी अपने सफाई कार्य हेतु बैंक में उपस्थित नहीं हुयी और उसने स्वेच्छया कार्य पर आना बन्द कर दिया।

पत्रावली के अवलोकन से ऐसा कहीं प्रकट नहीं होता कि प्रार्थी की नियुक्ति अप्रार्थी बैंक में भर्ती की विहित

प्रक्रिया के तहत रोजगार कार्यालय से नाम मंगवाकर साक्षात्कार आदि लेकर चयनोपरान्त चतुर्थ श्रेणी के पद पर नियुक्ति-पत्र देकर नियमित नियुक्ति की गयी हो, जैसा कि अप्रार्थी बैंक में नियुक्ति की ऐसी प्रक्रिया प्रचलित है जिनकी पुष्टि अप्रार्थी बैंक की ओर से प्रस्तुत भर्ती व नियुक्ति सम्बन्धी नियमों से होती है। प्रार्थीया ने अपने शपथ-पत्र में क्लेम में वर्णित तथ्यों की ही पुनरावृत्ति की है तथा जिरह में कथन किया है कि उसे अप्रार्थी द्वारा नियुक्ति-पत्र नहीं दिया गया, ना हटाया तब कुछ लिखकर दिया, उसने काम से हटाने का कोई नोटिस बैंक को नहीं दिया। इसकी यह भी स्वीकारोक्ति रही है कि अप्रार्थी के यहाँ काम किया उसके दस्तावेज इसके पास हैं लेकिन न्यायालय की पत्रावली पर प्रस्तुत नहीं किये। इसने प्रतिदिन के हिसाब से वेतन मिलने से इन्कारी की है और कथन किया है कि उसे 275/—रु. प्रतिमाह वेतन मिलता था, वह बैंक में सफाई व लेजर निकालने आदि का काम करती थी। इसका कथन रहा है कि यह साल महीना, तारीख नहीं बता सकती कि किस तारीख व साल में काम करना प्रारम्भ किया था, इसे यह भी याद नहीं कि कब नौकरी से हटी, परन्तु करीब चार साल पूर्व से हटाया था। प्रार्थीया की ओर से जो दस्तावेज प्रदर्श डबल्यू.1 लगायत डबल्यू.4 प्रस्तुत किये गये हैं उनमें से प्रदर्श 2, 3 व 4 में उसे 175/—रु. मासिक वेतन पर बतौर सफाई कर्मचारी ही दर्शाया हुआ है जिनसे यह कहीं प्रकट नहीं होता कि वह इस मासिक वेतन दर के अलावा कहीं अधिक वेतन दर पर या नियमित कर्म के रूप में किसी नियमित वेतनमान पर कार्यरत रही हो और ना यह प्रकट होता है कि उसके द्वारा अप्रार्थी बैंक शाखा में नियुक्ति तिथि से सेवा से हटने की तिथि 29/10/98 के मध्य, अर्थात् सेवा से हटने के ठीक पूर्व एक कलैण्डर वर्ष में निरन्तर 240 दिन या उससे अधिक कार्य कर लिया गया हो। प्रार्थीया द्वारा जिरह में यह कथन कर बताने की चेष्टा की गयी है कि उसका स्थाई कर्मचारियों के रजिस्टर में नाम है, किन्तु उसकी ओर से इसकी पुष्टि में ऐसा कोई रजिस्टर ना तो पेश करवाया गया है व ना ही तलब करवाया गया है जिससे कि उसके कथन को सत्य माना जा सके। इस प्रकार प्रार्थी श्रमिक अपनी मौखिक तथा दस्तावेजी साक्ष्य से यह साबित करने में असफल रही है कि उसे अप्रार्थी बैंक में सफाई कार्य हेतु किसी नियमित या स्थायी पद के विरुद्ध नियुक्ति प्रदान की गयी हो अथवा उसने सेवा पृथक/हटने की तिथि से ठीक पूर्व एक कलैण्डर वर्ष में निरन्तर 240 दिन या उससे अधिक का कार्य कर लिया हो, बल्कि अप्रार्थी बैंक की ओर से प्रस्तुत मौखिक व दस्तावेजी साक्ष्य से यह पूर्णरूपेण प्रमाणित होता है कि अप्रार्थी बैंक के द्वारा प्रार्थीया को कार्य पर बने रहने के भरसक प्रयत्न किये जाने के उपरान्त भी प्रार्थीया ने ही स्वयं स्वेच्छिक रूप से दिनांक 29/10/1998 के कार्योपरान्त कार्य पर आना बन्द किया है, अतः ऐसे में अप्रार्थी नियोजक द्वारा प्रार्थीया के सेवा से हटने/पृथक होने से पूर्व अधिनियम के आज्ञापक किसी भी प्रावधान की पालना किया जाना आवश्यक नहीं रहा है। अप्रार्थी पक्ष की ओर से प्रस्तुत उक्त न्यायिक दृष्टांतों में भी इसी प्रकार का मत प्रकट किया गया है व इसके अतिरिक्त माननीय उच्चतम न्यायालय द्वारा न्यायिक दृष्टांत **मैनेजर, आरबीआई, बेंगलोर बनाम एस.मनी एवं अन्य-2005 एलएलआर 737** में यह सिद्धांत प्रतिपादित किया गया है कि 240 दिवस कार्य करने के तथ्य को सिद्ध करने का भार प्रार्थी पर है। माननीय उच्चतम न्यायालय द्वारा **आर.एम.येल्लटी बनाम असि.एक्जीक्यूटिव इंजीनियर-एआईआर 2006 एससी 355** में यह सिद्धांत प्रतिपादित किया गया है कि कर्मकार पर 240 दिन निरन्तर काम करने के तथ्य को साबित करने का जो भार है, उसमें कर्मकार द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि उसने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा, अपितु उसे किसी ठोस मौखिक एवं प्रलेखीय/दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके, परन्तु प्रार्थीया श्रमिक इन न्यायिक दृष्टांतों के परिप्रेक्ष्य में हस्तगत प्रकरण में पत्रावली पर उपलब्ध समस्त मौखिक एवं दस्तावेजी साक्ष्य से यह तथ्य साबित करने में पूर्णतया असफल रही है कि उसने सेव से हटने/पृथक की तिथि 29/10/1998 से ठीक पूर्व के एक कलैण्डर वर्ष की अवधि में निरन्तर 240 दिन अप्रार्थी नियोजक बैंक के नियोजन में कार्य किया हो, साथ ही उसने स्वयं इस तिथि से अप्रार्थी बैंक के यहाँ से अपनी सेवाएं छोड़ी हैं, ऐसी स्थिति में प्रार्थीया श्रमिक को अधिनियमान्तर्गत कोई संरक्षण प्राप्त नहीं होने से वह अप्रार्थी नियोजक से कोई अनुतोष प्राप्त करने की अधिकारिणी नहीं है और निर्देश/रेफ्रेन्स भी इसी अनुरूप उत्तरित होने योग्य है। प्रार्थीया पक्ष की ओर से जो उक्त न्यायिक दृष्टांत का अवलम्ब लिया गया है, उसमें प्रतिपादित सिद्धांत से मैं ससम्मान समर्थित हूँ, किन्तु हस्तगत प्रकरण के तथ्य भिन्न होने से प्रार्थीया को उससे कोई लाभ नहीं पहुँचता है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 15/06/2000 के जरिये सम्प्रेषित निर्देश/रेफ़ेन्स विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थीया श्रमिक श्रीमती मायादेवी अप्रार्थी नियोजक रीजनल मैनेजर, बैंक ऑफ बड़ौदा, श्रीजी भवन, झालावाड़ रोड़, कोटा के यहाँ सेवा पृथक्ता की तिथि 29/10/1998 से ठीक पूर्व के एक कलैण्डर वर्ष की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य को प्रमाणित करने में पूर्णतया असफल रही है, साथ ही उसने स्वयं स्वेच्छिक रूप से इस तिथि से अप्रार्थी बैंक के यहाँ से अपनी सेवाएं छोड़ी हैं, ऐसी स्थिति में अधिनियमान्तर्गत कोई संरक्षण प्राप्त नहीं होने से वह अप्रार्थी नियोजक से किसी प्रकार का कोई अनुतोष प्राप्त करने की अधिकारिणी नहीं है।

महेश पुनेठा, न्यायाधीश

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 535.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (40/2019) प्रकाशित करती है।

[सं. एल -12011/14/2019- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.40/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/14/2019- IR(B-I)]

SALONI, Dy. Director

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 40/2019

Reference No. L-12011/14/2019-IR (B-I)

Dated: 01.07.2019

श्रीमती भंवर पंकज पत्नी श्री बी. एस. पंकज, द्वारा श्री संजीव झा, यूनियन प्रतिनिधि, R/o हाउस नं.- C-50] तलवंडी कोटा (राज.)— 342007

.....प्रार्थी

बनाम

1. मुख्य प्रबंधक, स्टेट बैंक ऑफ इंडिया, होस्पिटल रोड़, बारा, (राजस्थान)— 325205
2. उप महाप्रबंधक—2, रीजनल बिजनेस आफिस—2, स्टेट बैंक ऑफ इंडिया, नीयर इण्डस्ट्रीयल सेन्टर, इण्डस्ट्रीयल एस्टेट कोटा (राजस्थान)— 324005

.....अप्रार्थीगण/विपक्षी

उपस्थित:-

प्रार्थी की तरफ से : कोई उपस्थित नहीं।

अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 08.04.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 01.07.2019 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) व 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“क्या श्रीमती भंवर पंकज पत्नी स्व. श्री बी. एस. पंकज, के खाते से उनको दी गई दाह संस्कार की राशि रु. 10000/- अप्रार्थी द्वारा वापिस लिया जाना न्यायोचित एवं वैध है? यदि नहीं तो प्रार्थिनी किस राहत की व कब से पाने की हकदार है? ”

2. श्रम मंत्रालय द्वारा यह विवाद दिनांक 01.07.2019 को पंजीकृत डाक द्वारा इस अधिकरण के साथ साथ विवाद के पक्षकारों यथा प्रार्थी संगठन व विपक्षीगण को भी प्रेषित किया गया था। यह विवाद दिनांक 30.07.2019 को इस अधिकरण में प्राप्त हुआ— तथा पक्षकारों की उपसंज्ञाति व अभिवचनों की प्रतीक्षा में अबतक लंबित रहा है। आज दिनांक 08.04.2022 तक भी इस संदर्भित विवाद के अग्रसरण हेतु प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत नहीं किया है। श्रम मंत्रालय द्वारा संदर्भित विवाद के संबंध में विवाद प्रस्तुत करने वाले पक्षकार (प्रार्थी) को यह निर्देश दिया गया है कि वह उक्त आदेश की प्राप्ति के 15 दिन की अवधि में अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत करे। चूकिं प्रार्थी को यह आदेश पंजीकृत डाक के माध्यम से प्रेषित किया गया है, यह उपधारित किया जाना नितांत न्यायोचित है कि— जिस प्रकार इस अधिकरण को संदर्भित आदेश 30.07.2019 को प्राप्त हो चुका है— प्रार्थी को भी यह आदेश प्राप्त हो चुका होगा।
3. इस तथ्यात्मक परिदृश्य में इस अधिकरण का यह सुविचारित अधिमत है कि प्रार्थी व विपक्षीगण के मध्य संदर्भित विवाद के अग्रसरण हेतु प्रार्थी—पक्ष अनिच्छुक व उदासीन है। इसलिए दावे के अभिकथन के अभाव में प्रार्थी संदर्भित विवाद में कोई अनुतोष पाने की अधिकारी नहीं है।
4. संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।
5. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 536.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राजस्थान ग्रामीण बैंक के प्रबंधन, संबंधित नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (6/2020) प्रकाशित करती है।

[सं. एल -12025/01/2023-आई आर (बी-1)-40]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.6/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of Rajasthan Gramin Bank and their workmen.

[No. L-12025/01/2023- IR(B-I)-40]

SALONI, Dy. Director

अनुबंध**केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर**

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 6/2020

मुकेश कुमार स्वामी पुत्र श्री बद्री प्रसाद स्वामी, निवासी ग्राम कुन्डाल, ग्राम व पोस्ट— अजबगढ़, तहसील थानागाजी, जिला अलवर (राज.)

.....प्रार्थी

बनाम

1. राजस्थान ग्रामीण बैंक, प्रधान कार्यालय 13, लाजपत नगर, स्कीम नंबर 02, अलवर (राज)। जरिये मुख्य प्रबंधक।
2. राजस्थान ग्रामीण बैंक, शाखा अजबगढ़, तहसील थानागाजी, जिला अलवर (राजस्थान) जरिये शाखा प्रबंधक।

.....अप्रार्थीगण/विपक्षी

उपस्थित:—

प्रार्थी की तरफ से : श्री कुणाल रावत अधिवक्ता।

अप्रार्थी की तरफ से : श्री सुरेन्द्र सिंह नालोट अधिवक्ता।

: अधिनिर्णय :**दिनांक : 17.05.2022**

1. प्रार्थी द्वारा उसके दावे का अभिकथन औद्योगिक विवाद अधिनियम 1947 की धारा 2-ए के प्रावधानों के अन्तर्गत विपक्षीगण के विरुद्ध दिनांक 20.02.2020 को प्रस्तुत किया गया था। प्रार्थी ने उसकी कथित सेवा समाप्ति दिनांक 02.12.2018 को अवैध बताते हुए— विपक्षीगण के विरुद्ध यह अनुतोष चाहा था कि उसे सेवा में निरंतरता व विगत वेतन परिलाभों सहित सेवा में बहाल किया जावें।

2. विपक्षीगण ने वादोत्तर में विभिन्न आधारों पर दावे का के अभिकथनों का विरोध करते हुए— उभयपक्ष के मध्य कर्मकार व नियोक्ता के संबंध न होना कहा व प्रार्थी को कोई अनुतोष प्राप्त करने का अधिकारी न होना वर्णित किया है।

3. दिनांक 04.05.2022 को प्रार्थी ने एक प्रार्थना पत्र प्रस्तुत कर अपना वाद वापिस लेने का निवेदन किया। उक्त प्रार्थना पत्र को विवाद में नियत सुनवाई की तिथि 17.05.2022 को आदेशार्थ रखा गया।

4. आज दिनांक 17.05.2022 को उभयपक्ष के अभिभाषक व प्रार्थी स्वयं उपस्थित हुए। प्रार्थी के अभिभाषक ने प्रार्थनापत्र स्वीकार करने का निवेदन किया— तथा विपक्षीगण के अभिभाषक ने इस प्रार्थनापत्र पर अनापत्ति व्यक्त की। इस स्थिति में प्रार्थनापत्र को स्वेच्छा से प्रस्तुत किया गया मानते हुए प्रार्थी को उसका वाद वापिस लेने की अनुमति दी गई। प्रार्थी द्वारा अपना वाद वापिस लेने के परिणाम स्वरूप उभयपक्ष के मध्य कोई विवाद न्यायानिर्णयन हेतु शेष नहीं रहा है। अतः यह अधिनिर्णय उभयपक्ष के मध्य कोई विवाद न रहने के

कारण—पारित किया जाता है।

5. अधिनिर्णय की प्रतिलिपि समुचित सरकार को अधिनियम, की धारा 17 (1) के अंतर्गत प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 537.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई सी आई सी बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (73/2006) प्रकाशित करती है।

[सं. एल 12012/73/2006 -आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.73/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of ICICI Bank and their workmen.

[No. L-12012/73/2006- IR(B.I)]

SALONI, Dy. Dir.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 73 / 2006

Reference No. L-12012/73/2006-IR (B-I)

Dated: 28.07.2006

मदन लाल सैन, पुत्र श्री भूरा लाल सैन, द्वारा— विधि सचिव, राजस्थान प्रदेश बैंक कर्मचारी आर्गनाइजेशन, सी-13, ओझा जी का बाग, टोक रोड़, जयपुर, (राज0)।

.....प्रार्थी

बनाम

1. मुख्य कार्यकारी अधिकारी, आई.सी.आई.सी.आई. बैंक लिमिटेड, आई.सी.आई.सी.आई. बैंक टावर्स, बान्द्रा-कुर्ला कम्पलेक्स, मुम्बई- 400051 । (पूर्ववर्ती दी बैंक ऑफ राजस्थान लि.)
2. सहायक महा प्रबंधक, आई.सी.आई.सी.आई. बैंक लिमिटेड, क्षेत्रीय कार्यालय, सुभाष नगर, भीलवाड़ा, राजस्थान । (पूर्ववर्ती दी बैंक ऑफ राजस्थान लि.)

.....अप्रार्थीगण / विपक्षी

उपस्थित:—

प्रार्थी प्रतिनिधि की तरफ से : श्री नरेश गुप्ता, अधिवक्ता।

अप्रार्थी अभिभाषक की तरफ से : श्री, एल. एन. शर्मा, अधिवक्ता।

: अधिनिर्णय :

दिनांक : 03.08.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 28.07.2006 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) (डी) व उपधारा- 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“क्या सहायक महा प्रबंधक दी बैंक ऑफ राजस्थान लिमिटेड, भीलवाड़ा के द्वारा अपने कर्मकार श्री मदन लाल सैन पुत्र श्री भूरा लाल सैन, चतुर्थ श्रेणी कर्मचारी को दिनांक 14.05.2004 से सेवा से बर्खास्त करना एवं दिनांक 20.11.1990 से दिनांक 13.05.2004 तक किये गये कार्य के लिये एक स्थाई चतुर्थ श्रेणी कर्मचारी के समान वेतन एवं भत्ते एवं एरियर आदि का भुगतान न किया जाना उचित एवं वैध है? यदि नहीं तो कर्मकार अपने नियोजक से क्या राहत पाने का अधिकारी है? ”

2. दिनांक 03.03.2014 को प्रार्थी ने दावे का अभिकथन प्रस्तुत किया। प्रार्थी का कथन है कि दिनांक 28.11.1990 को विपक्षी बैंक की हमीरगढ़ शाखा जिला- भीलवाड़ा में प्रार्थी की नियुक्ति चतुर्थ श्रेणी कर्मचारी के रूप में हुई, प्रार्थी ने 13.05.2004 तक लगातार कार्य किया। 14.05.2004 को विपक्षी के शाखा प्रबंधक ने मौखिक आदेश द्वारा प्रार्थी की सेवा समाप्त कर दी। जबकि प्रार्थी का कार्य पूर्णतः संतोषप्रद रहा था। विपक्षी ने प्रार्थी को किये गये कार्य के वेतन का भुगतान अन्य कर्मचारियों के नाम से पे आर्डर के माध्यम से किया जबकि वे ऐसा नहीं कर सकते थे। विपक्षी का उद्देश्य प्रार्थी को बैंक द्वारा किये गये भुगतान की साक्ष्य को उत्पन्न न होने देना था। जिससे प्रार्थी को समुचित वेतन भत्ते व सुविधाये न मिलें। विपक्षीगण ने अधिनियम के प्रावधानों के संरक्षण से वंचित रखने के लिए अन्य व्यक्तियों के नाम से अनियमित भुगतान किया है। प्रार्थी ने एक कलेण्डर वर्ष में अधिनियम की धारा 25 (बी) के अन्तर्गत विहित अवधि तक सेवा की लेकिन उसे कोई नोटिस, नोटिस वेतन अथवा मुआवजा सेवा मुक्ति के पूर्व नहीं दिया गया। प्रार्थी से कनिष्ठ कर्मचारियों को स्थाई कर दिया गया और प्रार्थी को वरीयता नहीं दी गई।

अतः सेवा समाप्ति को अवैध घोषित कर प्रार्थी को सेवा में निरंतरता एवं विगत वेतन परिलाभों सहित सेवा में बहाल किया जावे।

3. दिनांक 27.06.2011 को प्रार्थी द्वारा प्रस्तुत प्रार्थना पत्र स्वीकार कर दी बैंक ऑफ राजस्थान के स्थान पर आई.सी.आई.सी.आई. बैंक को विपक्षी के रूप में प्रतिस्थापित करने का आदेश अधिकरण द्वारा दिया गया जिसके अनुसरण में प्रार्थी ने संशोधित वाद शीर्षक प्रस्तुत किया है।

4. विपक्षीगण ने वादोत्तर में वाद के तथ्यों को अस्वीकार करते हुये यह कहा कि प्रार्थी मदन लाल सैन इस विवाद में व्यक्तिगत रूप से पक्षकार नहीं है। क्लेम प्रार्थी यूनियन द्वारा पेश नहीं किया गया है। प्रार्थी को बैंक में कभी भी स्थाई नियुक्ति नियमों और प्रक्रिया के अनुसार नहीं दी गई। इसलिए उसकी सेवा समाप्ति का प्रश्न नहीं उठता। प्रार्थी की ओर से विवाद प्रस्तुत करने के लिए किसी यूनियन को अधिकृत नहीं किया गया। प्रार्थी को अन्य व्यक्तियों के नाम से कभी भुगतान नहीं किया गया, न ही पे आर्डर के माध्यम से भुगतान किया गया। अधिनियम के किसी भी प्रावधान का उल्लंघन विपक्षी के द्वारा नहीं किया गया। इसलिए प्रार्थी विपक्षी से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। अतः वाद निरस्त किया जायें।

5. दिनांक 08.08.2016 से यह प्रकरण प्रार्थी की साक्ष्य हेतु नियत किया जाता रहा किंतु प्रार्थी ने कोई साक्ष्य प्रस्तुत नहीं की। उल्लेखनीय है कि दिनांक 30.01.2019, 09.05.2019 एवं 03.09.2019 को अंतिम अवसर, परिचय आरोपित करते हुये, साक्ष्य हेतु प्रार्थी को दिये गये। किंतु प्रार्थी साक्ष्य प्रस्तुत करने में विफल रहा। दिनांक 24.12.2019 को और अवसर न देते हुये प्रार्थी की साक्ष्य समाप्त कर दी गई। विपक्षी ने भी इस स्थिति में कोई साक्ष्य प्रस्तुत नहीं करना चाहा। अतः साक्ष्य विपक्षी भी समाप्त कर दी गई।

6. दिनांक 03.08.2022 को मैंने उभयपक्ष को सुना और पत्रावली का ध्यान पूर्वक अवलोकन किया। विपक्षी का यह तर्क है कि प्रार्थी ने अपने वाद के समर्थन में कोई साक्ष्य प्रस्तुत नहीं की है, इसलिये वाद निरस्त किया जावे। मैंने इस तर्क पर मनन किया।

7. यह स्पष्ट है कि प्रार्थी ने इस अधिकरण को संदर्भित विवाद में अपने पक्ष प्रस्तुतीकरण हेतु कोई साक्ष्य प्रस्तुत नहीं की है, इसलिए प्रार्थी के साक्ष्य के अभाव में यह प्रमाणित नहीं हो सका है कि विपक्षी तत्कालीन सहायक महा प्रबंधक दी बैंक ऑफ राजस्थान भीलवाड़ा, जो अब आई.सी.आई.सी.आई. बैंक के रूप में प्रतिस्थापित है, द्वारा प्रार्थी श्री मदन लाल सैन को दिनांक 14.05.2004 से सेवा से पृथक करना तथा 28.11.1990 से 13.05.2004 तक स्थाई चतुर्थ श्रेणी कर्मचारी के समान वेतन परिलाभों का भुगतान न किया जाना अनुचित एवं अवैध हो। प्रार्थी के साक्ष्य के अभाव में उभयपक्ष के मध्य नियोक्ता एवं कर्मकार के संबंध भी प्रमाणित नहीं हुये हैं। इसलिए इस अधिकरण के अधिमत से प्रार्थी मदन लाल सैन विपक्षीगण से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

8. संदर्भित विवाद का इसी प्रकार न्याय निर्णयन किया जाता है।

9. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (41/2019) प्रकाशित करती है।

[सं. एल 12011/13/2019 -आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.41/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/13/2019- IR(B.I)]

SALONI, Dy. Director

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 41/2019

Reference No. L-12011/13/2019-IR (B-I)

Dated: 01.07.2019

श्री संजीव झा, यूनियन प्रतिनिधि, ऑल राजस्थान स्टेट बैंक ऑफ़ इंडिया एम्पलॉईज एसोशियेशन, C-50, तलवंडी कोटा (राज.)— 324005

.....प्रार्थी

बनाम

1. सहायक महाप्रबंधक-3, स्टेट बैंक ऑफ इंडिया, रीजनल बिजनेस आफिस-3, ब्रांच- मानटाउन, सवाईमाधोपुर (राजस्थान)- 322001

.....अप्रार्थीगण/विपक्षी

उपस्थित:-

प्रार्थी की तरफ से : कोई उपस्थित नहीं।

अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 08.04.2022

2. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 01.07.2019 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) व 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“क्या अप्रार्थी प्रबंधन श्रीमान सहायक महाप्रबंधक -3, स्टेट बैंक ऑफ इंडिया, क्षेत्रीय व्यवसायिक कार्यालय -3, मानटाउन शाखा के ऊपर, सवाईमाधोपुर राजस्थान द्वारा संस्थान में कार्यरत सर्व श्री शिव कुमार मीणा, श्री विजय मीणा, राजकुमार मीणा, अवधेश शर्मा, पियूष जैन एवं श्री तरुण का पांच साल पहले एक शाखा से दूसरी शाखा में स्थानांतरण किये जाने की कार्यवाही वैध व न्यायोचित है? यदि नहीं तो प्रार्थीगण किस राहत का व कब से पाने का हकदार है? ”

3. श्रम मंत्रालय द्वारा यह विवाद दिनांक 01.07.2019 को पंजीकृत डाक द्वारा इस अधिकरण के साथ साथ विवाद के पक्षकारों यथा प्रार्थी संगठन व विपक्षीगण को भी प्रेषित किया गया था। यह विवाद दिनांक 30.07.2019 को इस अधिकरण में प्राप्त हुआ- तथा पक्षकारों की उपसंज्ञाति व अभिवचनों की प्रतीक्षा में अबतक लंबित रहा है। आज दिनांक 08.04.2022 तक भी इस संदर्भित विवाद के अग्रसरण हेतु प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत नहीं किया है। श्रम मंत्रालय द्वारा संदर्भित विवाद के संबंध में विवाद प्रस्तुत करने वाले पक्षकार (प्रार्थी) को यह निर्देश दिया गया है कि वह उक्त आदेश की प्राप्ति के 15 दिन की अवधि में अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत करे। चूंकि प्रार्थी को यह आदेश पंजीकृत डाक के माध्यम से प्रेषित किया गया है, यह उपधारित किया जाना नितांत न्यायोचित है कि- जिस प्रकार इस अधिकरण को संदर्भित आदेश 30.07.2019 को प्राप्त हो चुका है- प्रार्थी को भी यह आदेश प्राप्त हो चुका होगा।
4. इस तथ्यात्मक परिदृश्य में इस अधिकरण का यह सुविचारित अधिमत है कि प्रार्थी व विपक्षीगण के मध्य संदर्भित विवाद के अग्रसरण हेतु प्रार्थी-पक्ष अनिच्छुक व उदासीन है। इसलिए दावे के अभिकथन के अभाव में प्रार्थी संदर्भित विवाद में कोई अनुतोष पाने का अधिकारी नहीं है।
5. संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।
6. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 539.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (38/2019) प्रकाशित करती है।

[सं. एल -12012/25/2019- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 38/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of Baroda Rajasthan Kshetriya Gramin Bank and their workmen.

[No. L-12012/25/2019- IR(B.I)]

SALONI, Dy. Director

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 38/2019

Reference No. L-12012/25/2019-IR (B-I)

Dated: 16.07.2019

श्रीमती सोनू सोनी पत्नी श्री दिलीप सोनी, R/o B-4-C] नियर बाबा रामदेव गेस्ट हाउस, मण्डोर, जोधपुर—342007

.....प्रार्थी

बनाम

1. महाप्रबंधक, बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय प्लॉट नं. 2343, लेवल 2, आनासागर सर्कुलर रोड, वैशली नगर, अजमेर (राजस्थान)— 305001
2. क्षेत्रीय प्रबंधक, बड़ौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, झालावाड़ रोड, कोटा (राजस्थान)— 324005

.....अप्रार्थीगण/विपक्षी

उपस्थित:—

प्रार्थी की तरफ से : कोई उपस्थित नहीं।

अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 08.04.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 16.07.2019 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) व 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :—

“क्या अप्रार्थी श्रीमान प्रबंधन, बडौदा राजस्थान क्षेत्रीय ग्रामीण बैंक, कोटा, द्वारा श्रीमती सोनू सोनी पत्नी श्री दिलीप सोनी, निवासी—बी —4 सी, बाबा रामदेव गेस्ट हाउस के पास मण्डोर जोधपुर के विरुद्ध पारित दंडादेश (आदेश क. सं. P646 Dated 13-08-2015) सेवा से हटाया जाना (*Removal from service which shall not be disqualification for future employment*) करने की कार्यवाही वैध व न्यायोचित एवं वैध है? यदि नहीं तो प्रार्थिनी श्रीमती सोनू सोनी पत्नी श्री दिलीप सोनी किस राहत की व कब से पाने की हकदार है? ”

2. श्रम मंत्रालय द्वारा यह विवाद दिनांक 16.07.2019 को पंजीकृत डाक द्वारा इस अधिकरण के साथ साथ विवाद के पक्षकारों यथा प्रार्थी संगठन व विपक्षीगण को भी प्रेषित किया गया था। यह विवाद दिनांक 30.07.2019 को इस अधिकरण में प्राप्त हुआ— तथा पक्षकारों की उपसंज्ञाति व अभिवचनों की प्रतीक्षा में अबतक लंबित रहा है। आज दिनांक 08.04.2022 तक भी इस संदर्भित विवाद के अग्रसरण हेतु प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत नहीं किया है। श्रम मंत्रालय द्वारा संदर्भित विवाद के संबंध में विवाद प्रस्तुत करने वाले पक्षकार (प्रार्थी) को यह निर्देश दिया गया है कि वह उक्त आदेश की प्राप्ति के 15 दिन की अवधि में अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत करे। चूंकि प्रार्थी को यह आदेश पंजीकृत डाक के माध्यम से प्रेषित किया गया है, यह उपधारित किया जाना नितांत न्यायोचित है कि— जिस प्रकार इस अधिकरण को संदर्भित आदेश 30.07.2019 को प्राप्त हो चुका है— प्रार्थी को भी यह आदेश प्राप्त हो चुका होगा।
3. इस तथ्यात्मक परिदृश्य में इस अधिकरण का यह सुविचारित अधिमत है कि प्रार्थी व विपक्षीगण के मध्य संदर्भित विवाद के अग्रसरण हेतु प्रार्थी—पक्ष अनिच्छुक व उदासीन है। इसलिए दावे के अभिकथन के अभाव में प्रार्थी संदर्भित विवाद में कोई अनुतोष पाने की अधिकारी नहीं है।
4. संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।
5. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 540.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (16/2020) प्रकाशित करती है।

[सं. एल -12011/32/2020- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.16/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/32/2020- IR(B.I)]

SALONI, Dy. Director

अनुबंध**केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर**

राधा मोहन चतुर्वेदी

पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 16/2020

Reference No. L-12011/32/2020-IR (B-I)**Dated: 30.09.2020**

प्रेसीडेंट, राजस्थान प्रदेश बैंक वर्कर्स ऑर्गेनाइजेशन, 97, पुरुषार्थ नगर, सिंधी कॉलोनी, पाली, (राजस्थान)।

.....प्रार्थी

बनाम

1. मुख्य महाप्रबंधक, स्टेट बैंक ऑफ इण्डिया, एल. एच. ओ. तिलक मार्ग, जयपुर (राज.)।
2. सहा. महाप्रबंधक, स्टेट बैंक ऑफ इण्डिया, रीजनल ऑफिस, बांगड कालेज के सामने, पाली (राजस्थान)।

.....अप्रार्थीगण/विपक्षी

उपस्थित:—

प्रार्थी की तरफ से : कोई उपस्थित नहीं।

अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 30.03.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 30.09.2020 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) व 2A के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :—

“Whether the demand of President, Rajasthan Pradesh Bank Workers Organization for payment of interest on account of delayed payment of amount of Provident Fund to Shri Kantilal Jain for the period from 05.08.1993 to the date of actual payment from the management of State Bank of India is legal and justified? If yes, then to what relief the concerned employee Shri Kantilal Jain is entitled? ”

2. श्रम मंत्रालय द्वारा यह विवाद दिनांक 30.09.2020 को पंजीकृत डाक द्वारा इस अधिकरण के साथ साथ विवाद के पक्षकारों यथा प्रार्थी संगठन व विपक्षीगण को भी प्रेषित किया गया था। यह विवाद दिनांक 19.10.2020 को इस अधिकरण में प्राप्त हुआ— तथा पक्षकारों की उपसंज्ञाति व अभिवचनों की प्रतीक्षा में अबतक लंबित रहा है। आज दिनांक 30.03.2022 तक भी इस संदर्भित विवाद के अग्रसरण हेतु प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत नहीं किया है। श्रम मंत्रालय द्वारा संदर्भित विवाद के संबंध में विवाद प्रस्तुत करने वाले पक्षकार (प्रार्थी) को यह निर्देश दिया गया है कि वह उक्त आदेश की प्राप्ति के 15 दिन की अवधि में अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत करे। चूंकि प्रार्थी को यह आदेश पंजीकृत डाक के माध्यम से प्रेषित किया गया है, यह उपधारित किया जाना नितांत न्यायोचित है कि— जिस प्रकार इस अधिकरण को संदर्भित आदेश 19.10.2020 को प्राप्त हो चुका है— प्रार्थी को भी यह आदेश प्राप्त हो चुका होगा।
3. इस तथ्यात्मक परिदृश्य में इस अधिकरण का यह सुविचारित अधिमत है कि प्रार्थी व विपक्षीगण के मध्य संदर्भित विवाद के अग्रसरण हेतु प्रार्थी—पक्ष अनिच्छुक व उदासीन है। इसलिए दावे के अभिकथन के

अभाव में प्रार्थी संदर्भित विवाद में कोई अनुतोष पाने का अधिकारी नहीं है।

4. संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।
5. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी/पीठासीन अधिकारी

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 55/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.04.2023 को प्राप्त हुआ था।

[सं. एल. 22013/01/2023-आई. आर. (सी.एम -II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 06/04/2023

[No. L-22013/01/2023 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 55/2020

Ref. No. D-840/AB/2020/32/IRDDN dated 09.09.2020

BETWEEN

1. Shri Nafis Khan, S/o Shri Wakil,

Mohalla-Tarai, PO & PS – Shamsbad, Tehsil – Kayamganj

Distt. – Farrukhabad (UP)

2. Sh. Rajender Saxena (Representative) M/s Keshav Singh and Ors. T.P.No. 315, Katia Tolla, Shahajanpur (UP).

And

1. The General Manager (Principal Employer) Food Corporation of India, Regional office, T.C.3, V-Vibhuti Khand, Gomti Nagar, Lucknow(UP).

2. The Regional Manager (Appointing Authority), Food Corporation of India (FCI), Distt. Office, Shahjahanpur (UP).

AWARD

By order No. D-840/AB/2020/32/IRDDN dated 09.09.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the termination of the service of Shri Nafis Khan s/o Shri Wakil, who was engaged in Roja Depot of FCI, Shahajanpur, (UP) by M/s Keshav Singh, Contractor of FCI, the period 07.08.2008 to 23.04.2010 is proper and justified.

If not, to what relief, the workman is entitled to?”

Accordingly, an industrial dispute No. 55/2020 has been registered on 19.10.2020.

From the perusal of record, the position which emerges out is that till date the claimant/workman has not filed any statement of claim.

Shri Shashwat Chaudhary, learned counsel/representative appearing on behalf of the Food Corporation of India submits that as a matter of fact from the perusal of record, the admitted position which emerges, till date statement of claim has not been filed by claimant in spite of repeated opportunity given to him, the present reference may be dismissed.

Findings & Conclusion:

After hearing the learned counsel and taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 09.09.2020.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd.*, *V.K. Raj Industries v. Labour Court and Ors.*, *Airtech Private Limited v. State of U.P. and Ors.* 1984 (49) FLR 38 and *Meritech India Ltd. v. State of U.P. and Ors.* 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 542.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (35/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-39]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023- IR (B-1)-39]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 35 of 2019

BETWEEN

Shri Kamlesh Kumar S/o Ram Charan

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019. On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 21.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award.

for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 27.03.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ़ आर्यवर्त के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (34/2019) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-38]

सालोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 34/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen.

[No. L-12025/01/2023- IR (B-1) -38]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 34 of 2019

BETWEEN

Shri Sahab Singh S/o Harnam Singh

Through Shri Avinash Yadav

the General Secretary U.P Gramin Bank Kamgar Union,

Bajaramau, Chaubeypur, Kanpur (U.P)-209203

AND

The General Manager,

Gramin Bank of Aryavart

Head Office A-2/46, Vijay Khand,

Gomti Nagar, Lucknow-226010

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 30.01.2019

On 30th January 2019 the statement of claim was filed by the claimant union before this Tribunal. On behalf of O.P. management Authorized Representative appeared and filed the letter of authority and the written statement on 21.12.2020. Thereafter case was fixed for filing of rejoinder by the claimant union. But even after getting several opportunities claimant Union failed to file rejoinder before this Tribunal.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder by the claimant union, none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the claimant union for submitting rejoinder the same has not been filed. Pleadings cannot be read as substantive evidence. There is no evidence on behalf of the claimant Union that the workman was appointed on any post of the Bank after undergoing regular selection process. Under normal circumstances a casual worker engaged on daily wages is not legally entitled for absorption on regular post. Finally the case was reserved for final award for non prosecution by the claimant union.

From the aforesaid circumstances it is presumable that the claimant union is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 27.03.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 544.—औद्योगिक विवाद अधिनियम, 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक प्रबंधतंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 1 धनबाद के पंचाट संदर्भ संख्या (97/2006) को प्रकाशित करती है ।

[सं. एल. 12011/87/2006-आई आर (बी-II)]

सालोनी, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.97/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Dhanbad as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12011/87/2006- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 97/2006

Employer in relation to the management of UCO Bank Bhitia Branch

AND.

Their workman.

Present: **Shri Dinesh Kumar Singh**, Presiding Officer.

Appearances:

For Employer :- Sri S.N.Ghosh, Advocate.

For Workma :- Sri B. Prasad, Representative.

State : Bihar

Industry:- Banking

Dated 29/09 /2022

AWARD.

By Order No.L-12011/87/2006-IR(B-II) dated 25.10.2006 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1)

and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of UCO Bank in not regularising the services of Shri Mahendra Das , Part-time Sweeper who claims to have been working at UCO Bank , Bhitia Branch , in 1/3rd scale wages of subordinate cadre for more than 20 years is legal or justified? If not , what relief Shri Mahendra Das is entitled to?”

2. The reference is received on 06/12/2006 by this Tribunal in which the State Secretary, UCO Bank Employees Association, had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed and both the parties appeared for certain dates. Further during the pendency of the case, the Representative of Union Sri B.Prasad appeared on 03/06/2022 and informed that the concerned workman is not interested to contest the case no dispute award may be passed . Hence “No Claim” Award is passed. Communicate.

D.K. SINGH, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 545.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (74/2018) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-41]

सालोनी, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 74/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023– IR(B-1)-41]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 74 of 2018

BETWEEN

Piyush Singh Yadav, S/O Shri Siya Ram Yadav,
Village-Gadanpur, Post-Gauri, Saidpur
District-Ghazipur -233223

represented by Chandra Shekhar Srivastava

89/75, Naya Barhana,

Allahabad-211003

AND

1. Branch Manager,

State Bank of India,

Branch- Kaithi,

Varanasi - 221116

2. Regional Manager,

State Bank of India,

6-Administrative Office,

Varanasi-221002

Award

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 07.08.2018 On filing of the case, notices were issued to both the parties on 14th September 2018 fixing 03.10.2018 for filing of written statement. On 7th August 2018 the statement of claim was filed by the claimant workman before the Tribunal. On the behalf of O.P. management Authorized Representative appeared and filed the authority letter on the date fixed. Later on 22.11.2019 O.P management filed written statement and case was fixed for filing documents and rejoinder by the claimant workman.

On perusal of the record it is found that though several dates were fixed for filing the documents and rejoinder by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite giving ample opportunities to the claimant workman for submitting rejoinder and documents; the claimant workman failed to present the case before the Tribunal at different stages of court proceedings i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. On 20.10.2022 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 31.10.2022

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार करूर वैश्य बैंक लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (33/2017) प्रकाशित करती है।

[सं. एल- 41012/22/2016- आई आर (बी-1)]

सालोनी, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 33/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the industrial dispute between the management of Karur Vysya Bank Ltd. and their workmen.

[No. L-41012/22/2016-IR(B-I)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CGIT-CUM-LABOUR COURT &
EPF APPELLATE TRIBUNAL
CHENNAI
ID No. 33/2017

Present: DIPTI MOHAPATRA, LL.M. Presiding Officer

Date: 10.02.2023

Smt.Uma Maheshwari
 No. 27, Vishak Avenue
 Tiruverkadu

Chennai-600077

: 1st Party/Petitioner

AND

The Assistant General Manager – HRD
 Karur Vysya Bank Ltd.
 Central Office
 Post Box No. 21, Erode Road
 Karur-639002

: 2nd Party/Respondent

Appearance:

For the 1st Party/Petitioner : Advocates, M/s V. Ajoy Khose

For the 2nd Party/Respondent : Advocates, M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-41012/22/2016-IR(B.I) dtd. 03.04.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the punishment of dismissal of service w.e.f. 11.06.2012 awarded to Smt. Uma Maheshwari by the Management of Karur Vysya Bank, Karur is justified, proportionate, proper and fair? If not, what relief Smt. Uma Maheshwari is entitled to?”

2. On receipt of the above reference from the appropriate Government, the dispute on reference is registered as ID No. 33/2017 and due notices were issued to both sides for their appearance on 08.05.2017 and some more subsequent dates till 17.07.2017 when the Petitioner filed Claim Statement. Thereafter, since 09.08.2017 till 08.11.2018 there was no progress in the proceeding due to vacancy of the post of Presiding Officer. However, the proceeding was duly taken up by the Presiding Officer continued after assumption of Office. On 12.02.2019 since both parties were present and Counter Statement was filed by the Respondent, the Petitioner expressed to file Rejoinder fixing the case to 02.04.2019. The Petitioner was directed to file Affidavit Evidence. Since the case was listed to several dates till 19.03.2020 intervening 7 adjournments for the same purpose. The Petitioner did not turn up to file Affidavit-Evidence. Further due to outbreak of Pandemic COVID-19, the case was simply listed to some more date till 15.06.2021. The Petitioner did not turn up to file Affidavit-Evidence resulting further adjournments to 19.08.2021, 15.09.2021, 27.10.2021 and 01.12.2021. The Petitioner did not turn up. However, without resorting to any coercive steps, the Tribunal afforded further chance to the Petitioner to file Affidavit-Evidence. The case was listed to 06.01.2022 for the purpose when the Counsel for the Petitioner filed Time Petition. The case was accordingly adjourned to 15.02.2022, and to subsequent dates i.e. 29.03.2022, 19.05.2022, 25.07.2022. On that day, the Counsel for the Petitioner again filed a Time Petition resulting further adjournment to 14.09.2022. The Petitioner was directed to file Affidavit-Evidence as last chance. The Petitioner did not file the Affidavit-Evidence but again moved a Time Petition resulting adjournment to 03.11.2022 as last chance. The Petitioner failed to file the Affidavit-Evidence and the Counsel once again filed Time Petition. However, for the interest of justice, the Petitioner was once again afforded with further chance to file Affidavit-Evidence. The case was accordingly fixed to 01.12.2022 last chance. The Petitioner did not turn up to file Affidavit-Evidence. The Time Petition filed by the Learned Counsel was rejected. The case was accordingly listed for final order. It reveals that despite of several

opportunities, though were made available to the Petitioner to prove her case by adducing Evidence, she chose not to file the Affidavit-Evidence in support of her case and for her Examination-in-Chief and Cross-Examination. It is crystal clear that the Petitioner deliberately withheld herself to come to the Witness Box. Due to non-participation of the Petitioner in the proceeding there was no progress in the case. The case is simply dragged for five years.

3. In such circumstance, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government vide dtd. 03.04.2017. The case is liable for dismissal due to non-cooperation and default in appearance of the Petitioner. In the circumstance, it is held proper to dispose of the case without wasting the valuable time of the Tribunal.

In view of the discussion held in preceding paragraph, it deems there exists no dispute for adjudication as referred by the Appropriate Government.

In the result the ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer